MIRAMAR

BEAUTY AND PROGRESS
EST 1955

REGULAR

CITY COMMISSION MEETING

CITY OF MIRAMAR

◆ A G E N D A ◆

Wednesday
March 2, 2016
7:00 p.m.

ELECTED OFFICIALS

Mayor Wayne M. Messam
Vice Mayor Darline B. Riggs
Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne

City of Miramar
2300 Civic Center Place
33025-6577

Phone: (954) 602-3000
Fax: (954) 602-3440
Web Site: www.miramarfl.gov
clerksoffice@miramarfl.gov

CITY OF MIRAMAR
WELCOME TO YOUR CITY COMMISSION MEETING

We are pleased that you have demonstrated an interest in the City of Miramar by attending a City Commission Meeting. We hope you will attend more of these meetings in the future.

GENERAL INFORMATION: The City of Miramar is a municipality chartered by the State of Florida operating under the "City Council - City Manager Plan." The City Commission is comprised of four members and the Mayor selected by the residents of Miramar to serve as the City's governing body. It is responsible for adopting policies of the City, passing ordinances, adopting resolutions and approving budgets. A City Manager is appointed by the City Commission to serve as the administrative head of the municipal government and provides recommendations to the City Commission on policy issues.

The City Commission Meeting is a formal meeting of the members of the Commission to transact City business. This business is conducted in a manner prescribed by resolution, laws and regulations which require certain formal actions and the following of specific procedures.

The **AGENDA** is a printed document that lists the order of business for the Commission Meeting. The public is encouraged to contact the Mayor or any City Commissioner prior to a Commission Meeting to express their views on items appearing on the Agenda.

* All cell phones and other electronic devices must be turned off prior to entering the Commission Chambers.

The City Commission may consider and act upon such other business as may come before it in the event this agenda must be revised, such revised copies will be available to the public at the City Commission Meeting.

GENERAL RULES AND PROCEDURES FOR PUBLIC PARTICIPATION AT CITY COMMISSION MEETINGS:

Who May Speak - Any individual who wishes to address the City Commission may do so providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

1. Speaking on items on the Agenda - Individuals wishing to speak on matters that appear on the Agenda need only to raise their hand to be recognized by the Mayor. Discussion at Special Meetings is limited to the items referred to on the Agenda for such Special Meetings.
2. Other Business Items - These are items placed on the Agenda by the Mayor or a Commissioner and either are requests for the preparation of future legislation or are requests for possible direction to the Administration.
3. Speaking on items not on the Agenda - Public Participation - Any individual may speak on any subject pertinent to the City at the second regularly scheduled meeting of each month. Individuals must sign in with the City Clerk prior to the meeting. The Mayor will recognize those persons who signed in, under the agenda item "Public Participation".
4. Addressing Commission, Manner & Time - Public discussion during all items is limited to three minutes maximum per person, however, the Mayor at his/her discretion may allow more time. Each person who addresses the Commission shall step up to the speaker's podium and shall give his/her name and address.

The above represents a summarization of the Commission Procedures Resolution. Copies of this resolution are available from the City Clerk's Office. Any person requiring auxiliary aids and services at this meeting may call the City Clerk's Office at 954-602-3011 at least two calendar days prior to the meeting.

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings and for such purpose may need to insure that a verbatim recording of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

CITY OF MIRAMAR
REGULAR COMMISSION MEETING
Wednesday, March 2, 2016

CALL TO ORDER:

ROLL CALL/ANNOUNCEMENTS:

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

Proclamation: Women's History Month. *(Mayor Wayne M. Messam)*

Proclamation: Problem Gambling Awareness Month. *(Mayor Wayne M. Messam)*

Presentation: Whispering Pines Presentation. *(Community Liaison Jeanette Wagner and Principal Michael Gleason)*

CONSENT AGENDA

Items listed under Consent Agenda are viewed to be routine and the recommendation will be enacted by one motion in the form listed below. If discussion is desired, the item(s) will be removed from the Consent Agenda and will be considered separately. Anyone wishing to comment on any item on the consent agenda should approach the podium now.

1. Minutes from the Regular Commission Meeting of February 23, 2016 will be placed on the March 23, 2016 Commission Agenda.

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2. Temp. Reso. #R5987 approving the award of RFP No. 16-11-06 to Ambulance Medical Billing as the provider for **Emergency Medical Transport Billing and Collection Services**; authorizing the City Manager to execute an agreement with the provider for an initial term of three years with the option to renew for two additional one-year terms. *(Fire-Rescue Chief L. Keith Tomey III and Procurement Director Randy Cross)*

3. Temp. Reso. #R5998 authorizing the execution and submission of an application to the Florida Department of Health, Emergency Medical Services (EMS) Matching Grants Program, for the **purchase of cardiac monitor/defibrillators and mechanical cardio-pulmonary resuscitation devices** in the amount of $239,000. *(Fire-Rescue Chief L. Keith Tomey III)*

End of Consent

RESOLUTIONS

4. Temp. Reso. #R5994 approving an agreement with Erosion Barrier Installation Corporation in an amount not-to-exceed $72,000, for the construction of **drainage system canal improvements** through the utilization of the City of Margate Request for Proposals No. 2014-001, Supply and Installation of Canal Bank Erosion Tubing. *(Public Works Director Thomas Good and Procurement Director Randy Cross)*

5. Temp. Reso. #R5941 approving the **renewal** of the **solid waste and recycling collection Franchise Agreement** with Waste Pro of Florida, Inc., for the first three-year renewal period, commencing May 1, 2016; authorizing the City Manager to execute an amended and restated Franchise Agreement with Waste Pro of Florida, Inc.; authorizing a reconciliation payment to Waste Pro of Florida, Inc. for past services rendered. *(Public Works Director Thomas Good and Assistant Finance Director Barbara Hastings)*

6. Temp. Reso. #R6000 **authorizing** the **lease purchase** of one **Emergency One Custom Emax Typhoon 78-Foot Quint** and one **Emergency One Custom Emax Typhoon Pumper** from Hallmark Apparatus, Inc., and two **AEV Custom Type 1 Medium Duty Ambulances** from ETR, LLC, utilizing Florida Sheriff's Association Contract No. 15-11-0116, and one **Non-Walk-In Rescue Vehicle** from EVI, Inc., utilizing the Houston-Galveston Area Council Contract No. FS12-15; awarding Request For Proposals No. 16-02-14 to U.S. Bancorp Government Leasing and Finance, Inc. for the financing of the lease purchase in an amount not-to-exceed $2,458,500. *(Procurement Director Randy Cross)*

ORDINANCE

7. **FIRST READING** of Temp. Ord. #O1636 approving a **Comprehensive Pay Plan** for **unrepresented employees** for the period beginning October 1, 2015 through September 30, 2016; and providing for an effective date. *(Human Resources Director Sam Hines)*

SECOND READING SCHEDULED for March 23, 2016

QUASI-JUDICIAL PUBLIC HEARING

All who wish to speak shall be collectively sworn in. City Attorney will then read the title of the item to be considered. Staff shall present a brief synopsis of the application and make a recommendation. Next will be a presentation by the applicant. The Commission will then hear from participants in favor of and in opposition to the application. The applicant, staff and or any Commissioner may cross-examine the witnesses, and a participant may request that the board ask questions of a witness. The public hearing will conclude with final remarks by staff and the applicant. No further presentations or testimony shall be permitted. All decisions of the Commission must be based upon competent substantial evidence presented to it at the hearing. All backup materials provided to the City Commission, as a part of the agenda will automatically be made a part of the record of the hearing. All approvals will be subject to staff recommended conditions unless otherwise stated in the motion for approval.

8. Temp. Reso. #R5983 considering Application No. 1503202, **conditional use** approval for the expansion of the existing conditional use of the **Chevron Service Station** located at 3100 Southwest 148 Avenue. *(Community & Economic Development Director Eric Silva)*

9. Temp. Reso. #R5984 considering Application No. 1503203, **variance** approval for the expansion of the amount of service pumps of the **Chevron Service Station** located at 3100 Southwest 148 Avenue. *(Community & Economic Development Director Eric Silva)*

OTHER BUSINESS

10. **Reports and Comments:**

Commission Reports:

City Attorney Reports:

City Manager Reports:

FUTURE WORKSHOPS

Date	Time	Subject	Location
03/01/16	4:00 P.M.	Ethics Training	Commission Conference Room
03/02/16	5:30 P.M.	Transportation Sales Surtax and Events	Commission Conference Room
03/12/16	8:30 A.M.	Strategic Planning For The Future	Commission Conference Room
03/23/16	5:30 P.M.	Broward County Marijuana Ordinance	Commission Conference Room

ADJOURNMENT

THE NEXT REGULARLY SCHEDULED CITY COMMISSION MEETING IS:

March 23, 2016 at 7:00 P.M.

1.
CONSENT AGENDA
March 2, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Minutes from the Regular Commission Meeting of February 23, 2016 will be placed on the March 23, 2016 Commission Agenda.

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2.
CONSENT AGENDA
March 2, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: March 2, 2016

Second Reading Date:

Presenter's Name and Title: L. Keith Tomey, Fire Rescue Chief on behalf of Fire-Rescue Department and Randy Cross, Procurement Director on behalf of Procurement Department

Temp Reso Number: 5987

Item Description: Temp. Reso. No. 5987, APPROVING THE AWARD OF RFP NO. 16-11-06 TO AMBULANCE MEDICAL BILLING AS THE PROVIDER FOR EMERGENCY MEDICAL TRANSPORT BILLING AND COLLECTION SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE PROVIDER FOR AN INITIAL TERM OF THREE YEARS WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS.

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial☐ Public Hearing ☐

Summary Explanation and Background: The City's Fire-Rescue Department currently makes approximately 7,000 medical transports annually providing Basic Life Support (BLS) and Advanced Life Support (ALS) services to visitors and residents of the City of Miramar. A Request for Proposals for this service was issued on December 2, 2015 and closed on December 30, 2015 with a total of six proposals. A three member Selection Committee which consisted of staff from Fire-Rescue, Finance and Information Technology Departments, met on January 14, 2016 and January 25, 2016 to review and score the proposals in accordance with the Florida Sunshine Law. This process resulted in Ambulance Medical Billing as the highest rated responsive, responsible Proposer. The City's agreement with the Current Provider, EMS Management & Consultants is set to expire on March 26, 2016. The City paid a total of $28,816, $48,109 and $73,375 to the current vendor in fiscal years 2013, 2014 and 2015 respectively for services.

Instructions for the Office of the City Clerk:

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: The vendor will be paid 5.6% of amounts collected and $7.00 each per Medicaid Account Billing Service, to be paid from GL Account # 001-30-307-526-000-603420.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 5987**
  - **Exhibit A: Proposed Agreement between the City and Ambulance Medical Billing**
- **Attachment(s)**
  - **Attachment 1: RFP No. 16-11-06**
  - **Attachment 2: Ambulance Medical Billing Proposal**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: L. Keith Tomey, Fire-Rescue Chief
Randy Cross, Procurement Director

DATE: January 27, 2016

RE: Temp. Reso. No. 5987, approving the award of RFP No. 16-11-06 to Ambulance Medical Billing for Emergency Medical Transport Billing and Collection Services.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5987, approving the award of Request for Proposals ("RFP") No. 16-11-06 to Ambulance Medical Billing as the Provider for Emergency Medical Transport Billing and Collection Services and authorizing the City Manager to enter into an agreement with the Provider for an initial term of three years with the option to renew for two additional one-year terms.

ISSUE: Pursuant to City Code, approval of the City Commission is required for the purchase by a single department of, or contract for, commodities or services in excess of $50,000 from the same person or entity within a single fiscal year.

BACKGROUND: The City's Fire-Rescue Department currently responds to approximately 11,000 requests for assistance annually, of which approximately 7,000 is medical in nature which can result in a patient being transported to a medical facility. The City contracts with a billing and collections company to bill each transported individual.

In 2012, the City contracted with EMS Management and Consultants to provide these services with an expiration date of March 26, 2016. During FY 2015, approximately 4,492 patients were transported. These transports totalled $3,297,090 in gross charges of which $749,125 was collected from Medicare/Medicaid and $1,125,007 was collected from other pay classes.

City staff reviewed the performance of EMS Management and Consultants and determined it was best to conduct a new procurement process as opposed to recommending award of the available contract renewal. On December 2, 2015, the City released RFP No. 16-11-06 to solicit for qualified firms to provide Emergency Medical Transport Billing and Collection Services. The RFP closed on December 30, 2015 with a total of six proposals.

A Selection Committee consisting of City staff from the Fire-Rescue, Finance and Information Technology Departments met on January 14, 2016 and January 25, 2016 to review and score all six Proposals in accordance with the Florida Sunshine Law. This resulted in Ambulance Medical Billing as the highest rated responsive and responsible Proposer. The scores were as follows for all the Proposals:

	VENDOR NAME	**RATER # 1**	**RATER # 2**	**RATER # 3**	**TOTAL**
1	Ambulance Medical Billing	93	93	98	**284**
2	Digitech Computer, Inc.	89.78	95.78	96.78	**282.34**
3	ADP Intermedix	82.70	85.70	89.70	**258.10**
4	EMS Management & Consultants	82.31	86.31	88.31	**256.93**
5	PST Services a Mckesson Co.	76.84	93.84	85.84	**256.52**
6	LifeQuest Services	72.22	79.22	82.22	**233.66**

Currently, the City pays a total of 5.6% of actual dollars collected and $7.00 each per Medicaid account billing service on a monthly basis. The City will pay the same rates with the new Provider which includes the cost for hardware equipment. All costs for hardware under the current agreement are paid by the City. The City paid a total of $28,816, $48,109 and $73,375 to the current vendor in fiscal years 2013, 2014 and 2015 respectively for services.

Temp. Reso. No. 5987
2/4/16
2/17/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF RFP NO. 16-11-06 TO AMBULANCE MEDICAL BILLING AS THE PROVIDER FOR EMERGENCY MEDICAL TRANSPORT BILLING AND COLLECTION SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE PROVIDER FOR AN INITIAL TERM OF THREE YEARS WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Fire-Rescue Department currently responds to approximately 11,000 calls for assistance, of which approximately 7,000 is medical in nature which can result in a patient being transported to a medical facility; and

WHEREAS, over 4,492 transports were made by the Miramar Fire-Rescue in FY 2015; and

WHEREAS, once a transport is completed, the City's contracted Provider for Emergency Medical Transport Billing and Collection Services, then bills each individual that received services to collect for the services rendered on behalf of the City; and

WHEREAS, transports total over $3,297,090 in gross charges in FY 2015 of which $749,125 were paid by Medicare/Medicaid and $1,125,007 was collected from all other pay classes by EMS Management & Consultants, the current Provider; and

WHEREAS, City staff reviewed the agreement with the current Provider and recommended that a new procurement process be conducted; and

WHEREAS, on December 2, 2015, the City released RFP No. 16-11-06 to solicit for a qualified firms to provide Emergency Medical Transport Billing and Collection Services; and

WHEREAS, the RFP closed on December 30, with a total of six Proposals from: Ambulance Medical Billing, Digitech Computer, Inc., Advanced Data Processing Intermedix, EMS Management & Consultants, PST Services a McKesson Company and LifeQuest Services; and

WHEREAS, a Selection Committee that consisted of City staff from the Finance, Fire-Rescue and Information Technology Departments met on January 14, 2016 and January 25, 2016 to review and score all six Proposals in accordance with the Florida Sunshine Law; and

WHEREAS, this resulted in Ambulance Medial Billing as the highest rated responsive responsible Proposer; and

WHEREAS, pursuant to City Code, approval of the City Commission is required for the purchase by a single department of, or contract for, commodities or services in excess of $50,000 from the same person or entity within a single fiscal year; and

WHEREAS, Ambulance Medical Billing proposed a fee of 5.6% of actual dollars collected and $7.00 each per Medicaid account billing service on a monthly basis, which includes the cost of hardware; and

WHEREAS, the total fee proposed by Ambulance Medical Billing is estimated to exceed $50,000 in a single fiscal year; and

WHEREAS, the City Manager recommends approval of this resolution for the award of RFP 16-11-06 for Emergency Medical Transport Billing and Collection Services, to Ambulance Medical Billing, for an initial term of three years with the option to renew for two additional one-year terms at the proposed rate of 5.6% of actual dollars collected and $7.00 per Medicaid account billing, on a monthly basis; and

WHEREAS, the City Commission deems it in the best interest of the citizens and residents of the City of Miramar to approve the award of RFP 16-11-06 for Emergency Medical Transport Billing and Collection Services to Ambulance Medical Billing and authorizes the City Manager to execute the appropriate agreement, in substantial conformity, attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS"** clauses are ratified and confirmed as being true and correct and are made specific part of this Resolution.

Section 2: That it approves the award of RFP 16-11-06 for Emergency Medical Transport Billing and Collection Services to Ambulance Medical Billing and authorizes the City Manager to execute an agreement with the Provider, attached hereto as Exhibit "A", for an initial three year term with the option to renew for two additional one-year terms.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Temp. Reso. No. 5987
2/4/16
2/17/16

Section 4: That this resolution shall take effect upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

EXHIBIT "A"

AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

AMBULANCE MEDICAL BILLING

FOR

EMERGENCY MEDICAL TRANSPORT BILLING AND COLLECTION SERVICES

This Agreement is entered into this ____ day of _____, 2016, by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the "City"), and AMBULANCE MEDICAL BILLING , a KENTUCKY corporation or individual with principal business address located at 100 FULTON COURT, PADUCAH, KENTUCKY, 42001 (hereinafter referred to as "Contractor").

WHEREAS, on December 2, 2015, the City issued Request for Proposals No. 16-11-06 ("RFP") for "Emergency Medical Transport Billing and Collection Services" (the "Services"); and

WHEREAS, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, and whose Proposal was most advantageous to the City; and

WHEREAS, on March 2, 2016, the City Commission approved the award of the RFP to Contractor and authorized negotiation and execution of an appropriate Agreement between Contractor and the City for the provision of the Services, for an initial term of three year(s) with two optional one-year renewal periods.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Contractor agree as follows:

SECTION 1
RECITALS

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2
SCOPE OF SERVICES

2.1 This Agreement is subject to and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions and requirements set forth and described in the RFP, the Contractor's Proposal submitted in response thereto as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

SECTION 3
COMPENSATION

3.1 City agree to pay Contractor the following fees for services described herein:

a) 5.6 % of actual dollars collected, including but not limited to postage, printing and supplies.
b) $7.00 each for Medicaid Account Billing Service.

3.2 Contractor shall submit periodic invoices for the Services provided to:

City of Miramar
ATTN: Accounts Payable
2300 Civic Center Place
Miramar, FL 33025

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

3.3 Contractor shall not perform or begin any Work under this Agreement without prior written authorization from the City, as well as an approved purchase order authorizing Services. The failure of Contractor to obtain a purchase order for Work required under this Agreement constitutes a failure to adhere to the terms of this Agreement, and authorization for payment for such unauthorized Work shall be denied.

3.4 Services shall be provided to the City in strict accordance with the Scope of Services set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, Contractor will not receive payment for such nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

3.5 All requests/estimates/quotations for services not covered under this Agreement shall be submitted in writing prior to the provision of any such additional service. The estimate must include a detailed list of the services to be provided, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure purchase order approval prior to the Work being performed.

SECTION 4
TERM OF AGREEMENT

4.1 The term of this Agreement shall commence on _____, 2016, and shall continue, unless otherwise terminated by the City as provided herein, for three years from that date.

4.2 The City shall have the option, in its sole discretion, of renewing this Agreement for up to two additional one-year terms, subject to mutual agreement as to the price for each option period, which shall be negotiated at least 30 days prior to the end of the term in effect.

4.3 The City's Chief Procurement Officer may authorize up to a 90 day extension of this Agreement in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

4.4 This Agreement shall be subject to the annual appropriation of funding by the City during its budget process, the failure of which, in the City's sole discretion, may serve as a basis for termination of this Agreement pursuant to Section 8 below, or nonrenewal of this Agreement.

SECTION 5
TERMINATION OF AGREEMENT

5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services

provided pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Services nor shall Contractor invoice the City for Services not yet provided.

5.2 **Termination for cause.** This Agreement may be terminated by either party upon five calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that this Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.

5.3 **Return of City equipment.** Upon termination of this Agreement, Contractor shall return all City equipment to the City.

5.4 **Survival.** The termination of this Agreement under Section 5.1 or 5.2 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 6
INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7
INDEMNIFICATION

7.1 Contractor shall indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.

7.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

SECTION 9
INSURANCE

9.1 **INSURANCE -** For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Proposer shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

9.11 **Minimum Limits of Insurance -** Proposers shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: $1,000,000 Combined Single Limit per occurrence, property damage and medical expense $10,000, personal injury and advertising injury liability $1,000,000; products and completed operations policy aggregate $2,000,000 and general aggregate $2,000,000.

2. Employer's Liability: $1,000,000 per accident for bodily injury by accident or disease.

3. Workers' Compensation: Statutory.

9.12 **Required Insurance Endorsements**

9.12.1 The City requires the following insurance endorsements:

1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.

2. WAIVERS OF SUBROGATION - Proposer agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:

a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Proposer or the Proposer's employees, agents or Subcontractors; and

b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Proposer.

This waiver shall apply to all first party property, equipment, vehicle and workers compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Proposer agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Proposer further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Proposer's failure to obtain such waivers of subrogation from Proposer's insurers.

This Agreement shall not be deemed approved until the Proposer has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Proposer's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

9.12.2 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Proposer's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Proposer shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

9.12.3 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

SECTION 10
MISCELLANEOUS

10.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

10.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

10.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever

without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

10.4 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5 Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

SECTION 11
AUDIT AND INSPECTION RIGHTS

11.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

11.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 12
AGREEMENT, AMENDMENTS AND ASSIGNMENT

12.1 This Agreement constitutes the entire agreement between Contractor and the City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth or incorporated into this Agreement are of no force and effect.

12.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

12.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 13
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 14
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR: _____

_____

FOR CITY: _____
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Facsimile: (954) 602-XXXX

With A Copy to: Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Cole &
Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Facsimile: (954) 764-7770

SECTION 15
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

SECTION 16
PUBLIC RECORDS

Contractor and Subcontractors understand that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes and U.S. Treasury Department guidelines, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City. The Subcontractors will be provided a copy of this Agreement to facilitate compliance with state and federal guidelines.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor or Subcontractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure, EXCEPT for records that are necessary meet the U.S. Treasury Department record retention guidelines for tax exempt borrowing and the Post Issuance Compliance Policy of the City. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

SECTION 17
HEADINGS, CONFLICT OF PROVISIONS, WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 18
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 19
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 20
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

SECTION 21
JOINT PREPARATION

Contractor and the City acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 22
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its _____, attested to and duly authorized to execute same.

CITY

ATTEST:

_____
Denise A. Gibbs, City Clerk

CITY OF MIRAMAR

By:_____
Kathleen Woods-Richardson,
City Manager

This day of _____, 2016.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

_____
City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

CONTRACTOR

WITNESSES:

_____

Print Name:_____

_____

Print Name:_____

By: _____

Date: _____

By: _____

REQUEST FOR PROPOSALS

EMERGENCY MEDICAL TRANSPORT BILLING AND COLLECTION SERVICES

RFP No. 16-11-06

The City of Miramar City Commission:

Mayor Wayne M. Messam
Vice Mayor Darline B. Riggs
Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne

Kathleen Woods-Richardson, City Manager

City of Miramar
2300 Civic Center Place
Miramar, FL 33025

DATE ISSUED: Wednesday, December 02, 2015

CLOSING DATE: Wednesday, December 30, 2015
AT 2:00 P.M. EST

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INTRODUCTION

INSTRUCTIONS FOR SUBMITTING A PROPOSAL IN RESPONSE TO A FORMAL REQUEST FOR PROPOSALS

Each Proposal submitted to the City of Miramar (the "City") will have the following information clearly marked on the face of the envelope:

a) Proposer's name and return address;

b) Solicitation number;

c) Solicitation Due Date and Time; and

d) Title of the Solicitation.

Failure to include this information may result in your Proposal being deemed "Non-Responsive" if the City determines that the Proposal resulted in prejudice to other Proposers. A Proposer shall have no grounds to protest should a Proposal that has failed to include the information described above be opened in error.

All Proposals must be submitted on 8 ½ inch by 11 inch paper, neatly typed on one side only, with one inch margins and single line spacing. The original document package must not be bound, although the document package copies should be individually bound. An unbound one-sided original and four bound copies **(a total of five)** and **one CD-ROM or USB with an electronic version** of the complete Proposal must be received by the deadline for receipt of Proposals specified in the Solicitation Timetable set forth below. The original and all copies must be in a sealed envelope or container setting forth the information listed in items a) through d) and submitted to:

OFFICE OF THE CITY CLERK
CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025

Proposals submitted at the same time for different Requests for Proposals ("RFP") shall be placed in separate envelopes and each envelope shall separately set forth the information listed in items a) through d) above. Failure to comply with this requirement shall result in any such incorrectly packaged Proposals not being considered.

NOTE: The RFP number must be stated clearly on the envelope or container containing the Proposal. All required forms must be completed by the Firm submitting the Proposal.

SUBMITTING A PROPOSAL TO THE OFFICE OF THE CITY CLERK ON OR BEFORE THE STATED DATE AND TIME OF:

Wednesday, December 30, 2015
AT 2:00 P.M. EST

IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE POSTAL SERVICE, OR DELAYS CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DEADLINE FOR RECEIPT OF PROPOSALS STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR PROPOSALS SHALL NOT BE OPENED AND SHALL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Hand-carried Proposals may be delivered to the above address during the City's regular business hours, Monday through Thursday, between the hours of 7:00 A.M. to 6:00 P.M., excluding holidays observed by the City, but not beyond the Due Date and Time. Proposers are solely responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required Services and/or provide the required Goods at the price stated by the Proposer.

SECTION 1
GENERAL TERMS AND CONDITIONS

1-1
DEFINITIONS

The term “Chief Procurement Officer” shall refer to the Director of the City’s Procurement Department.

The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.

The term "Contract" shall refer to the Contract or Contracts that may result from this Request for Proposals.

The terms “CBE Firm” or “SBE Firm” shall respectively refer to a County Business Enterprise (“CBE”) or Small Business Enterprise (“SBE”) as defined by Section 1-81.1(c) of the Code of Ordinances of Broward County, Florida, that has a Broward County Business Tax Receipt, is located and doing business in Broward County, and is certified as such by the Broward County Office of Economic Development and Small Business Development.

The term “Due Date and Time” shall refer to the due date and time listed in the Solicitation Timetable.

The term "Goods” shall refer to all materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this Solicitation.

The term “Local Business” shall refer to a firm that has an office and is actively doing business within the City of Miramar, is domiciled within the City of Miramar City limits, and is in compliance with all City of Miramar licensing requirements and be current on all City taxes.

The term "Procurement Office" shall refer to the Procurement Department of the City of Miramar.

The term "Proposal" shall refer to any offer(s) submitted in response to this Request for Proposals.

The term “Proposal Forms” shall refer to any and all forms required to be completed by the Proposer in submitting a Proposal in response to this Solicitation.

The terms “Proposer” or the “Firm” shall refer to any person or entity submitting a Proposal in response to this Request for Proposals.

The terms "Provider" or "Successful Proposer" shall refer to the Proposer receiving an award as a result of this Request for Proposals.

The terms "Request for Proposals", “RFP” or “Solicitation” shall mean this Request for Proposals, including all Exhibits and Attachments as approved by the City, and amendments or change orders issued by the Procurement Department.

The term “Specifications” shall refer to any and all requirements set forth in this Solicitation relating to the Goods and/or Services to be provided by the Successful Proposer.

The term "Subcontractor" or “Subconsultant” shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

The terms "Work", "Services", “Program”, “Project”, or “Engagement” shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this Solicitation.

1-2
AVAILABILITY OF REQUEST FOR PROPOSALS

Copies of this Solicitation package may be accessed on DemandStar at www.demandstar.com or by calling (800) 711-1712. DemandStar distributes the City’s solicitations through electronic download, by facsimile, or through the U.S. Postal Service. Proposers are **not** required to register with DemandStar to receive a copy of any City solicitation. Registration with DemandStar is optional, at the sole discretion of the Proposer. DemandStar charges a nominal fee for distribution of solicitation packages.

Proposers choosing to register with DemandStar may do so online at www.demandstar.com or by requesting a faxed registration form by calling (800) 711-1712. **Note: If you are already registered with DemandStar for Broward County, you do NOT need to register again.**

Proposers who obtain copies of this Solicitation from sources other than DemandStar or the City’s Procurement Department run the risk of not receiving amendments to the Solicitation because their names will not be included on the list of Firms participating in the process for this particular Solicitation. Such Proposers are solely responsible for those risks.

1-3
CONE OF SILENCE

Proposers are notified that this Solicitation is subject to a “Cone of Silence.” Pursuant to Sections 2-421 and 2-422 of the City Code of Ordinances (“Code”), “Cone of Silence” is defined to mean a prohibition on any communication regarding this RFP between a potential contractor, service provider, bidder, proposer, offeror, lobbyist, or consultant and the City's personnel, including but not limited to the City Manager,

member of the City's professional staff, or any member of the selection committee. Notwithstanding the foregoing, , which shall be imposed upon each request for proposals, request for qualifications, request for letters of interest or invitation for bids at the time of short listing by the selection team for responses to the particular solicitation, and for procurements, such as a bid, where a short listing is not created, in which case the cone of silence shall be imposed at the bid opening or at the time responses are received. This Cone of Silence does not apply to oral communications at pre-proposal conferences; oral presentations before evaluation committees; Contract negotiations; public presentations made to the City Commission during any duly noticed public meeting; or communications in writing at any time with any City employee, official, or member of the City Commission regarding matters not concerning this Solicitation.

The Cone of Silence shall terminate at the time the City Manager or her designee makes a recommendation to the City Commission at a duly scheduled meeting of the City Commission; provided, however, that if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent recommendation.

1-4
INTERPRETATIONS AND REPRESENTATIONS

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery in accordance with Section 1-7 below. Any interpretation will be made only by an addendum. Failure on the part of the prospective Proposer to receive a written interpretation before the submission deadline will not be grounds for withdrawal of a Proposal. Proposer will acknowledge receipt of each addendum issued by stating so in his/her Proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a Contract to a Proposer shall be binding. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any addenda issued. Where there appears to be a conflict between this Solicitation and any addenda issued, the last addendum issued will prevail. See also Section 1-5 below.

1-5
RECEIPT OF ADDENDA AND SUBSTITUTE PROPOSAL FORMS

It is the Proposer's responsibility to ensure receipt of all addenda and to substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all addenda have been received.

All inquiries regarding this Proposal must be written and should be ***emailed*** to:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL33025
Natalie Richmond

Procurement Analyst
Phone: (954) 602-3196
Fax: (954) 602-4357
narichmond@miramarfl.gov

OR

Luz Bartra
Procurement Specialist
Phone: (954) 602-3065
Fax: (954) 602-3631
lmbartra@miramarfl.gov

1-6

PRE-PROPOSAL CONFERENCE

No pre-Proposal conference will be held**. Please submit all questions in writing by TUESDAY, DECEMBER 15, 2015 to the contact persons listed above.**

1-7
CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Provider.

2) The Proposer is advised that this Solicitation is subject to all legal requirements and all other applicable City and county ordinances and/or state and federal statutes, rules and regulations.

b) Additional Information/Amendment.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Office at the address identified above, pursuant to Sections 1-4 and 1-5 above. A request must be received by the Procurement Office no later than seven working days prior to the Solicitation Due Date and Time. Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address, and telephone number.

2) The Procurement Office may issue a response to any inquiry if it deems necessary, by written amendment in the form of an addendum

to the Solicitation, which shall be issued prior to the Solicitation Due Date and Time. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments/addenda issued.

3) It is the Proposer's sole responsibility to ensure receipt of all amendments/addenda and substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all amendments/addenda have been received. Proposers shall submit the Proposal form entitled "**ADDENDA ACKNOWLEDGMENT FORM**" with their Proposals.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

Where there appears to be a conflict in the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Proposer to verify the Due Date and Time by calling the City's Procurement Office at (954) 602-3054.

1-8
PREPARATION AND SUBMISSION OF A PROPOSAL

a) Preparation/Submission

1) The Proposal Forms shall be used when submitting a Proposal. Use of any other forms may result in the Proposer's Proposal being deemed "Non-Responsive."

2) The Proposal shall either be typed or completed legibly in ink. The Proposer's authorized agent shall sign the Proposal Forms in ink and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or the failure to comply with any of the foregoing may result in the rejection of the Proposal.

3) Upon request, the City will provide a tax exemption certificate, if applicable. Any special tax requirements will be specified either in the Special Conditions or in the Specifications.

4) Telegraphic or facsimile Proposals shall not be considered.

5) The apparent silence of the Specifications, and any amendment regarding any details, or the omission from the Specifications

of a detailed description concerning any materials or Services requested, shall be regarded and interpreted as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the Specifications shall be made upon the basis of this Solicitation.

b) Criminal Conviction Disclosure

Any individual Proposer who has been convicted of a felony during the past 10 years and any corporation, partnership, joint venture or other legal entity Proposer having an officer, director, member/manager or executive who has been convicted of a felony during the past 10 years shall disclose this information prior to entering into a Contract with or receiving funding from the City. Forms for the disclosure of such a criminal conviction are available from the Procurement Office.

c) Sworn Statement on Public Entity Crimes

Pursuant to Paragraph (2)(a) of Section 287.133, Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

d) Preference for Local Bidders

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any bid or five points of any Proposal score to a Local Business. Such preference shall apply to bids or Proposals for commodities, Services and construction.

e) Preference for Businesses Employing Miramar Residents

A vendor located outside of the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if it employs a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20 percent of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to bids or Proposals for commodities, Services and construction.

f) Preference for CBE or SBE Firms

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any bid or five points of any Proposal score to a CBE or SBE Firm. Such preference shall apply to bids or Proposals for commodities, Services and construction.

g) Application of Preferences

In the application of any price preference granted by the City Code or City policy, the preference is applied by granting the specified percent price reduction to the price of the bidder/Proposer allowed the preference. Preferences shall be additive and computed as a whole on the bid or Proposal.

h) Drug-free Workplace Preference

All public bids or Proposals are subject to the City of Miramar Preference to Businesses with Drug-free Workplace Programs as set forth in Section 2-456(d) of the City's Code. The City grants a preference to a business with a drug-free workplace program whenever two or more Proposals are equal with respect to price, quality, and Services. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and all other applicable state law. All Proposers shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**".

i) Anti-Kickback Affidavit

All Proposers shall submit the duly signed and notarized form entitled "**ANTI-KICKBACK AFFIDAVIT**".

j) Non-Collusion Declaration

All Proposers shall affirm that they have not and shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which their Proposal has been submitted, or to refrain from offering a Proposal in connection with such Service; or, in any manner, directly or indirectly, been sought by another person to fix the price or prices in the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Proposer, or any person interested in the proposed Services. All Proposers shall submit the duly signed form entitled "**NON-COLLUSION DECLARATION**".

k) Non-Discrimination Affidavit

All Proposers shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Proposers shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws, and shall not engage in or commit any

discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor that cannot lawfully be used as a basis for Service delivery. All Proposers shall submit the duly signed and notarized form entitled "**NON-DISCRIMINATION AFFIDAVIT**".

l) Business/Vendor Profile Survey

All Proposers shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

m) Request for Taxpayer Identification Number and Certification

All Proposers shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

n) Antitrust Laws

By submitting a signed Proposal, the Successful Proposer acknowledges compliance with all antitrust laws of the United States and the State of Florida in order to protect the public from restraint of trade, which illegally increases prices.

o) Conflicts of Interest

The award of a Contract is subject to the provisions of Chapter 112, Florida Statutes. Proposers shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time of the Proposal or at the time of an occurrence of a conflict of interest.

p) Collection of Fees and Taxes

By accepting the award of a Contract, the Successful Proposer acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Proposer for the award of any Contract.

1-9
MODIFICATION OR WITHDRAWAL OF A PROPOSAL

a) Modification of a Proposal

Any modification of a Proposal by the Proposer shall be submitted to the Office of the City Clerk prior to the Solicitation Due Date and Time. The Proposer shall submit the new Proposal and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal

supersedes the previously submitted Proposal. The sealed envelope or container shall contain the same information as required for submitting the original Proposal. In addition, the envelope or container shall be marked with a statement that "This Proposal Replaces the Previously Submitted Proposal." No modifications of a Proposal shall be accepted after the Solicitation Due Date and Time.

b) Withdrawal of a Proposal

A Proposal may be withdrawn at any time prior to the Solicitation Due Date and Time. A Proposal may also be withdrawn 180 or more calendar days after the Solicitation Due Date and Time, provided that the Proposal is withdrawn prior to a recommendation for the award of a Contract is made. Withdrawals may only be made by written communication delivered to the Office of the City Clerk at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

1-10
LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Proposals received after the Solicitation Due Date and Time will not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date and Time will also not be accepted or considered. Withdrawals of Proposals received after the Solicitation Due Date and Time or prior to the expiration of 180 calendar days after the Solicitation Due Date and Time will not be accepted or considered.

1-11
SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all Proposals, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation or in the Proposals received as a result of this Solicitation.

1-12
COST OF PROPOSALS

All expenses involved with the preparation and submission of Proposals to the City, or any Services provided in connection therewith, shall be borne by the Proposer(s). No payment shall be made for any responses received or for any other effort required of or made by the Proposer(s) prior to the provision of Services as defined by a contract duly approved by the City Commission.

1-13
ORAL PRESENTATIONS

The City may require Proposers to perform an oral presentation in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein.

This presentation or demonstration may be performed before the Evaluation/Selection Committee or the City Commission. If required, the City shall notify Proposers with as much advance notice as possible prior to the date of such a presentation.

1-14
EXCEPTIONS TO THE SOLICITATION

Proposers may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken shall be submitted in writing by the date for the deadline for questions.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception and/or the acceptability of the proposed exceptions.

The City is under no obligation to accept or consider any exceptions or accept any Proposal with an exception. Proposers are reminded that they may submit one Proposal without exceptions and an alternate Proposal with exceptions.

1-15
PROPRIETARY AND/ OR CONFIDENTIAL INFORMATION

Proposers are notified that all information submitted as part of or in support of Proposals will be available for public inspection after opening of the Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the “Public Records Law”. Any person wishing to view the Proposals in person may make an appointment by calling the Procurement Office at (954) 602-3054.

All Proposals submitted in response to this Solicitation become the property of the City. Unless the City is notified and acknowledges that the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Proposal when determined to be in the City’s best interest. Acceptance or rejection of any Proposal shall not nullify the City’s rights hereunder.

1-16
EVALUATION OF PROPOSALS

a) Rejection of Proposal.

1) The City may reject any Proposer's Proposal and award the Contract to the next highest evaluation scoring, responsive, responsible Proposer;

or

The City may reject the entire or any portion of all Proposals submitted and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the City. The City shall be the sole judge of what is in its "best interest."

2) The City may reject any Proposal if the Proposer does not accept or attempts to modify the erms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency.

1) A Proposal shall only be considered from a Firm that is regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. Proposers must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the Goods and/or Services if awarded the Contract as a result of this Solicitation.

2) The City may conduct a pre-award inspection of the Proposer's site or hold a pre-award qualification hearing to determine if the Proposer possesses the requirement(s) as outlined in the above paragraph and is capable of performing the requirement(s) of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Proposer, including past performance (experience) with the City or any other governmental entity in making the award of a Contract.

3) The City may require the Proposer to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.

4) The City reserves the right to audit all records, financial or otherwise, pertaining to and resulting from any award as a result of this Solicitation.

1-17
NEGOTIATIONS

The City may award a Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best efforts. The City, in its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluation scoring, responsive, responsible Proposer and whose Proposal is most advantageous to the City. Should the City and that Proposer fail to reach

agreement on a mutually acceptable Contract, the City shall have the right to terminate Contract negotiations and to negotiate same with the next highest evaluation scoring, responsive, responsible Proposer. No Proposer shall have any rights against the City arising from such negotiations until a Contract acceptable to the City has been awarded and executed.

To assure full understanding of and responsiveness to the Solicitation requirements and full understanding of qualified Proposals or offers, discussions may be conducted with qualified Proposers or offerors who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of and responsiveness to the Solicitation requirements. The respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining best and final Proposals or offers.

1-18
AWARD OF CONTRACT(S)

a) Contract(s)

This Solicitation contains a sample of the Contract to be awarded as a result of this Solicitation, entitled "**CONTRACT**". After award, a Contract **similar** to the Contract, inclusive of all attachments and any modifications that the City **in its sole discretion** may make, and reflecting all requirements, terms and conditions of this Solicitation and any negotiated changes, will constitute the entire Contract between the parties. No rights shall inure to the benefit of any Proposer pursuant to this Solicitation until the Contract has been executed by both parties. **The Proposer shall provide with its Proposal any contract forms desired for consideration by the City as part of the final agreement to be executed.**

b) Additional Information

The award of a Contract may be preconditioned on the subsequent submission of other documents specified in the Special Conditions or Specifications. The Successful Proposer shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Proposer is deemed "Non-Responsive" as a result of such failure to provide the required documents, the City may award the Contract to the next highest evaluation scoring, responsive, responsible Proposer.

c) Independent Contractor

The Successful Proposer shall be a contractor operating independently from the City. All employees and contractors of the Successful Proposer shall be considered to be, at all times, the sole employees or contractors of the Successful Proposer, under the Successful Proposer's sole discretion, and not

an employee, contractor, or agent of the City. Nor shall employees and contractors of the Successful Proposer enjoy any privity of contract with the City. Neither the Successful Proposer nor any of its employees shall receive any City benefits available to employees of the City. The Successful Proposer shall supply competent and physically capable employees and contractors. The City may require the Successful Proposer to remove any employee or contractor the City deems careless, incompetent, insubordinate, or otherwise objectionable and/or whose continued performance of the Services is not in the best interest of the City.

d) Contract Extension

The City reserves the right to automatically extend any Contract for up to 180 calendar days beyond the stated Contract term under the same terms and conditions of said Contract. The City shall notify the Successful Proposer in writing of such extensions. Additional extensions beyond the first 180 day extension may occur if approved by the City Commission, with the mutual agreement of the City and the Successful Proposer.

e) Limited Contract Extension

Any specific work assignment which commences prior to the termination date of any Contract and which will extend beyond the termination date shall, unless terminated by mutual written agreement of both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract.

f) Warranty

Any implied warranty granted under the Uniform Commercial Code shall apply to all goods purchased under any Contract.

g) Estimated Quantities

Estimated quantities or estimated dollars, if provided, are for Proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the period of the Contract. The City is not obligated to place any order for a given amount subsequent to the award of any Contract. Estimates are based upon the City's actual needs and/or usage during a previous contract period. Said estimates may be used by the City for purposes of determining the highest evaluation scoring, responsive, responsible Proposer meeting the Specifications.

h) Non-Exclusive Contract

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is agreed and understood that any Contract awarded does not create the exclusive rights of the Successful Proposer to receive all orders that may be generated by the City in connection with the types of products and/or Services requested, unless otherwise stated herein.

1-19
RIGHT TO APPEAL AWARD RECOMMENDATION

After a notice of intent to award a Contract is posted, any actual or prospective bidder/Proposer who is aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the Chief Procurement Officer. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and accompanying fee is received by the Chief Procurement Officer.

A nonrefundable filing fee from protester is required to compensate the City for the expenses of administering the protest. The fee shall be in the form of cash or a cashier's check, and in accordance with the schedule set forth below:

Contract Award	**Amount Filing Fee**
$10,000-$50,000	$500.00
$50,001-$250,000	$1,000.00
$250,001 and greater	1% of the pending award or $5,000.00, whichever is greater

1-20
RESULTING CONTRACTOR OBLIGATIONS

a) Rules, Regulations, Licensing, and Other Requirements

The Proposer shall comply with all laws and regulations applicable to the Goods and/or Services requested in this Solicitation. The Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Goods and/or Services offered.

b) Condition of Packaging and Packaging Materials

If applicable, and unless otherwise specified in the Special Conditions or Specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

1-21
REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

All Contracts with the City for the purchase of supplies, materials, or Services, including professional Services that involve the expenditure of $25,000.00 or more, shall require that the Proposer submits with its Proposal a list of all first-tier Subcontractors or Subconsultants who will provide any part of the Contract Services and all suppliers who will provide materials for the Contract Services directly to the Successful Proposer. In addition, the Successful Proposer shall not change or substitute Subcontractors,

Subconsultants or suppliers from those listed in the Proposal, except upon written approval of the City.

All Proposers shall submit the completed Proposal form entitled "**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS**" with their Proposal(s). **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE PROPOSAL "NON-RESPONSIVE"**.

SECTION 2
SPECIFIC TERMS AND CONDITIONS

2-1
PURPOSE: TO ESTABLISH A CONTRACT BETWEEN A PROVIDER AND THE CITY OF MIRAMAR FOR EMERGENCY MEDICAL TRANSPORT BILLING AND COLLECTION SERVICES.

The purpose of this Solicitation is to establish a Contract for the Services specified herein from an entity that will provide prompt and professional Service. Specifically, the purpose is to select a Provider to administer processing, invoicing and collecting the fees for transporting Emergency Medical Service (EMS) patients on behalf of the Miramar Fire Rescue Department in accordance with the terms, conditions, and Scope of Services contained in this RFP.

The City is requesting Proposals from experienced individual(s), group(s), or company(ies), hereinafter referred to as the "Proposer", to provide the Services for the City.

2-2
SOLICITATION TIMETABLE

The anticipated schedule* for this Solicitation and the award of the Contract shall be as follows:

Milestone	Timeframe
RFP Issuance……	December 2, 2015
Deadline for Clarification Questions ……	December 15, 2015
Proposals Due to City……	**December 30, 2015 at 2:00 PM EST**
Final Ranking of Proposers	TBA
Contract Negotiations	TBA
Award of RFP and Contract by City Commission	TBA

***Dates in this schedule occurring after the Proposal Due Date and Time may be amended by the City in its sole discretion, and no rights shall inure to any Proposer due to such amendment.**

2-3
TERM OF CONTRACT

The term of the Contract resulting from this Solicitation shall be for a period of three years commencing on the date on which the Contract has been signed by both parties, or, if provided, the commencement date specified in the Contract, with the option to renew for two additional one-year terms, and may be evidenced in writing as a modification to the Contract executed and signed by the City and Provider prior to the expiration date of the existing Contract or any valid extension thereof.

In addition to any renewal, if provided for, the Chief Procurement Officer may authorize up to a 90 day extension of a Contract in accordance with the terms and conditions of the Contract; and the City Manager or his/her designee is authorized to extend, for operational purposes only, for a maximum of 180 days any Contract entered into by the City pursuant to City Commission approval. Any further extensions of such Contract require the approval of the City Commission.

2-4
METHOD OF AWARD

The award of any Contract resulting from this Solicitation will be made to the highest evaluation scoring, responsive, responsible Proposer whose Proposal will be the most advantageous to the City, taking into consideration price and the other evaluation factors set forth in this Solicitation.

2-5
METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED

The Successful Proposer(s) shall submit fully documented invoices within 30 calendar days after Services have been rendered. These invoices shall be submitted to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the appropriate Contract number, the type of Service(s) provided, and the dates or period that the Service(s) were provided in the prior 30 days.

2-6
CONTENTS OF PROPOSAL

The contents of the Proposal shall be as required by this RFP, including the information required in **Section 3** below.

2-7
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Successful Proposer understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Successful Proposer agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

2-8 ACCEPTANCE OF SERVICES BY THE CITY

The Services shall be performed by the Provider consistent with the highest professional standards. Any Services not provided as required shall be corrected by the Provider to the extent possible at no cost to the City.

2-9
POINT OF CONTACT

For any additional information regarding the Scope of Services and requirements of this Solicitation, contact the Procurement Office at:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Natalie Richmond
Procurement Analyst
Phone: (954) 602-3196
Fax: (954) 602-4573
narichmond@miramarfl.gov

OR

Luz Bartra
Procurement Specialist
Phone: (954) 602-3065
Fax: (954) 602-3631
lmbartra@miramarfl.gov

SECTION 3
SCOPE OF SERVICES AND SPECIAL REQUIREMENTS; PROPOSAL EVALUATION AND CRITERIA; CONTENT OF PROPOSAL

3-1

PURPOSE AND INTENT OF REQUEST FOR PROPOSALS ("RFP")

The City is seeking proposals from qualified firm to administer processing, invoicing and collecting the fees for transporting Emergency Medical Service (EMS) patients on behalf of the Miramar Fire Rescue Department in accordance with the terms, conditions, and Scope of Services contained in this RFP.

3-2
PROJECT BACKGROUND

The City is a growing municipality which is approximately 2.5 miles wide (north to south) and 14 miles long (east to west) and is located in southeast Florida, approximately halfway between Miami and Fort Lauderdale. The City's Fire Rescue Department was established in 1956 and has since then been providing basic life support (BLS) and advanced life support (ALS) to visitors and citizens of the City. The City has experienced unprecedented growth over the past few years, increasing its population from 115,605 in 2009 to 130,288 in 2015 and has a diversified mix in population demographics.

The Miramar Fire-Rescue responds to approximately 11,000 requests for assistance annually, of which approximately 7,000 are medical in nature. Last fiscal year (October 1, 2014 to September 30, 2015) a total of approximately 4492 patients were transported by the Fire-Rescue Department. This includes 1,174 BLS, 3,202 ALS and 116 ALS2. The claims were billed as follows: 719 Medicare, 261 Medicaid, 2,270 Commercial and 1,242 Self-Pay.

A summary of the current billing costs for treatment and transport is detailed below. <u>Level of Care Charges:</u> BLS = $700.00 ALS1 = $700.00 ALS2 = $750.00 Mileage = $10.00 per mile	A percentage of collections by payment source and level of care are detailed below. <u>Payment Source</u> Medicare = 16.00% Medicaid = 6.00% Insurance = 51.00% Self-Pay = 27.00% <u>Level of Care</u> BLS = 18.00% ALS1 = 80.00% ALS2 = 2.00%

Last fiscal year a total of 99 percent of patients transported went to the Memorial Hospital System (including Memorial Miramar, Memorial West, Memorial Pembroke, Memorial South and Memorial Regional Hospital) while 1 percent were transported to five different area hospitals. The average mile per transport is 4 miles.

The City of Miramar's current EMS billing company is EMS/MC. The service is provided at 5.6 percentage rate and we have collected approximately $1,059,222 over the last 12-month period.

3-3
SCOPE OF SERVICES

The Provider shall:

A. Invoice patient, or other third party, responsible for payment of Services rendered in accordance with time frames as stated herein. Rates shall be subject to change at the City's discretion at any time throughout the term of the agreement. City agrees to notify Provider a minimum of seven days prior to any rate change.

B. Provide the City's Fire Rescue Services Department and/or Financial Services Department all monthly reports as stated herein. A listing of the required reports is identified in Section 3-6, Reports and Other Documentation.

C. Provide patients a toll-free telephone number for Provider's own facilities and workforce. Provider shall provide a designated liaison for patient/payor concerns. Provider shall conduct all written and verbal communication in the most professional manner. Provider shall never, in any way, represent themselves in a way that might be interpreted as intimidating or threatening.

D. Perform Services with the principal goal of recovering the maximum amount of fees in the shortest possible time frame with the lowest recovery cost.

E. Provide an interface for the ESO Solutions Patient Care Reporting Software or any replacement software application utilized by the City to perform the data transfer necessary for the Services identified herein. Provider is responsible for all costs to acquire and maintain the interface.

F. Ensure segregation of duties, whereby the same individual is not able to enter billing information, adjust billings, post payments, nor deposit funds; and maintain the necessary levels of security in their automated billing system to protect City from loss.

G. Retain appropriate records in accordance with Florida records retention requirements.

3-4
ADDITIONAL REQUIREMENTS AND OTHER SPECIAL INSTRUCTIONS:

Proposers are required to possess and provide the following services. Any exceptions or deviations must be noted in the response to the RFP.

The Provider shall:

A. Maintain on a computer system, all invoices, transaction records, billing activities and financial reports. The computer system shall be equipped with a reliable backup system that will ensure complete record recovery in the event of a computer system failure, regardless of cause.

B. Provide billing and accounts receivable management services to the City for emergency medical transportation services rendered by the City. File required documentation and agreements with payors (e.g. Medicare, Medicaid, and private insurance companies). Keep the City apprised of important changes to industry regulations. Ensure knowledge of all major insurance plans and ensure that every billable claim is pursued. Bill the transported individual, Medicare, Medicaid, private insurance companies or other appropriate third party payors for Services provided by the City. Provider shall be responsible for the invoicing, collection, generation of any and all insurance forms and filings, record maintenance and reports and postage for the mailing of all said invoices, and forms.

C. Fully disclose how credit cards are processed including all merchant fees. Your response should include any costs that will be passed on to the City, including merchant fees, settlement fees and costs for terminal equipment. Response should include how credit card payment/transaction data will be reconciled to the billing and be submitted to the City. Or where the contractor will not host the credit card payment platform, how payment data should be submitted to Provider and processed. This information will be evaluated in conjunction with the pricing.

D. Provide patients with a comprehensive statement/invoice with courtesy return payment envelope. The statement format must be approved by the City of Miramar and include a website address for the City of Miramar's Notice of Privacy Practices and customer satisfaction survey

E. Mail monthly invoices or statements for each account with an outstanding balance until the account is satisfied or turned over to a collection agency of the City's choosing, including pre collection and collection notices. **The Proposal shall describe in detail the methods and frequency of these notices. The City reserves the option to edit invoice/statement language regarding possible remittance to City's collection agency**

F. Agree to make every effort to locate and correct any incorrect billing address or insurance data for billable patients. Provider shall establish arrangements with transporting hospitals to develop a method by which to facilitate the collection of all billable patient data within a four month period from the date of the executed

contract with the City. Provider shall contact the US Post Office's National Change of Address (NCOA) files or other similar services to obtain the correct billing addresses and phone numbers for patients that have left the area, or whom have invalid information.

G. Provide City with information to allow for alternate collection methods or write-off of uncollected receivables at the discretion of the City, no sooner than 12 months from date of initial billing and no later than 24 months. Establish with City program for collections, including summary reporting for insurance short pays.

H. Comply with all applicable Federal, State, and local laws as they apply to the Services being provided.

I. Agree to negotiate and arrange modified payment schedules for those individuals unable to pay the full amount when billed in accordance with the City policy, which may be amended by the City during the duration of the Contract.

J. Provide professional assistance to City in evaluating billing policies and fee schedules from time to time.

K. Provide timely information regarding new or proposed regulations affecting billing for ambulance transports.

L. Analyze credit balance overpayments, process refund requests and provision of refund request for the City.

M. Obtain authorization to sign, on behalf of City, the following types of standard forms and correspondence, as designated and approved by the City's Director of Financial Services: probate filings, letters to patients or their representative verifying that an account is paid in full, forms verifying the tax exempt status of the City, and insurance filings and related forms. Provider acknowledges and agrees that it has no authority to sign any documents that impose any liability on the City or legally binds the City to third parties.

N. Submit to an independent audit by an auditor of the City's choosing for an audit of the billing and collection records wherein Provider provides up to fifteen hundred and 00/100 dollars ($1,500.00) of the cost, or submit the required records to be reviewed by the City auditor to perform the audit at the City's expense. City shall notify Provider in writing of method selected to complete audit.

O. Agree to a processing charge of fifty dollars ($50.00) deducted from Provider's monthly payment for each refund check issued by the City as a result of Provider's error. A monthly report of these transactions is required from the Provider to the City.

P . Provide and furnish all material and personnel required for the performance of the Contract. No subcontracting of Services may be performed without approval by the City.

Q. Provide and maintain a secure FTP site for the City to access reports as identified herein in accordance with HIPPA rules and regulations.

R. Complete and submit Type 1 SAS 70 Audit to the City on an annual basis.

S. Provide a statement of proposer's financial stability, including information as to current or prior bankruptcy proceedings.

T. Assign an account representative to the City's account for inquiries from the City.

U. Provide training sessions annually on billing and collections report writing to City staff as determined necessary by the City.

V. Have the ability to lease 13 ruggedized field computers that support ESO software specifications, full service/replacement warranty and any supporting accessories such as batteries, chargers, stylus, screen protectors, protective cases, etc. Equipment and accessories shall include but not limited to:

i. 13 Panasonic Toughbook 19 computers with:
   8GB SDRAM
   128 GB Solid State Drive
   Backlit Keyboard
ii. 11 Desktop Chargers (CF-VCBTB2W)
iii. 20 LIND Car Adapter 120W (CF-LNDDC120)
iv. 20 Screen Protectors (CF-VPF11U)
v. 26 Additional Styluses (CF-VNP003U)
vi. 26 Additional Tethers (CF-VNT002U)
vii. 26 Additional Computer Batteries (CF-VZSU48U)

The Successful Proposer will be required to update all hardware equipment provided to the City every three years.

3-5
REPORTS AND OTHER DOCUMENTATION

A SAMPLE OF EACH OF THE FOLLOWING REPORT SHALL BE SUBMITTED WITH THE PROPOSAL AND APPROPRIATELY LABELED. THE SUCESSFUL PROPOSER WILL BE REQUIRED TO SUBMIT THE FOLLOWING REPORTS ON A MONTHLY BASIS, UNLESS DIRECTED OTHERWISE:

A. Aged Receivable Report - This monthly report will have outstanding invoices sorted by date of service with a summary page showing subtotals for invoices outstanding 30 days and less, 31-60 days, 61-90 days, 91-120 days, 121-180 days, over 181 days and a grand total of all outstanding invoices.

B. New Charges Alpha Listing – Monthly reconciliation of transports processed to transports received. This report should be in an EXCEL spreadsheet and list all invoices alphabetically by patient name, include date of service.

C. Monthly Invoices – Invoices shall detail how the charges were calculated and reconciled to payment received. CONTRACTOR is responsible for the monthly reconciliation of payment applied to payments received.

D. Credit Card Payments – This monthly report will list all credit card payments received and processed during the month and a reconciliation detailing payments applied to payments received.

E. Refund Documentation – Supporting documentation shall be included with all refund requests. This report should include a summary page, as an excel file, along with the supporting documentation. This documentation shall be submitted on a monthly basis electronically or by overnight mail.

F. Additional reports may be required.

G. Management Reports - Reports to be provided to the City to show management and financial information. At a minimum, the following report is required.

1. A monthly summary report showing the current collection rate by payor type (Medicaid, Medicare, private insurance, self-pay) for each of the past twelve preceding months. This report should show total billed, adjustments, payments, balance outstanding for each of the above payor types listed. The detail report supporting the summary report may be requested on an as-needed basis by the City.

2. A monthly gross billings report by date of incident (transport) month and the related collections to date. Gross billings should not be reduced for returned mail, bad debts, or authorized write-offs. The required format would have a minimum of four columns as follows:

    - Transport month
    - Gross billed in transport month
    - Total collected in transport month
    - Percent collected (1.2 and 1.3)

3-6
RESPONSIBLITIES OF THE CITY

A. Provide Successful Proposer with patient encounter information on a timely basis and in sufficient detail to support diagnosis and procedure coding. When possible, the City will also provider patient demographic information necessary for accurate patient identification, including name, address, social security number, date of birth and telephone number. Where possible, the City will obtain and provide Successful Proposer with patient's health insurance, auto insurance, or other insurance information.

B. Provide an electronic file transmission from ESO Solutions patient care reporting to the Contractor's delivery site, which may be changed by the City with notice to the

Successful Proposer. EMS staff will attempt to obtain patient billing and insurance coverage information, either on the scene or at the hospital to which the patient is transported, to obtain a medical release of records information signature from the patient, if possible, or from the receiving facility and to provide copies of such information for billing purposes. The City shall provide the transmission; the Successful Proposer is responsible for cost incurred to receive the transmission in an acceptable format.

C. The City will comply with all Federal, State and local laws, rules and regulations as applicable to the Services being contracted for.

D. Provide Successful Proposer with City's approved billing policies and procedures including fee schedules and collection protocols as stated herein. Any changes to these policies and procedures will be provided in writing and delivered to Successful Proposer. City will be responsible for engaging any third party collection service for uncollectible accounts after Successful Proposer has exhausted its collection efforts. Successful Proposer shall follow City policy guidelines, which may be modified by the City.

E. Be responsible for the review and approval for all write-offs and refunds. For refunds, the City shall be responsible for generating required check for payment.

F. Establish a Lock Box Agreement to facilitate receipt and deposit of payments on customer accounts. The Successful Proposer will receive copies of all payment documents necessary to post collections to customer accounts. All costs associated with the Lock Box Account will be paid for by the CITY.

G. The City will allow a maximum 30 day transition period for a new Successful Proposer to make the adjustments necessary to begin the EMS Billing as stated in this RFP.

3-7
PERFORMANCE STANDARDS AND QUALITY OF SERVICE

A. Performance Standards. The following performance standards will be used by the City to establish the acceptability of the Services provided by the Successful Proposer. Failure to meet may result in cancellation of the Contract.

1. **Average net collection rate**. The benchmark for "Average Net Collection Rate" is measured as total collections for accounts as a percent of amount billed measured twelve (12) months from date of Service.

2. **Collection Cycle**. The Average Net Collection Rate for each month's billings shall meet or exceed 60 percent or more of the Average Net Collection Rate benchmark measured 12 months from date of service.

Performance standards may be modified or updated on an annual basis by mutual agreement of City and Successful Proposer. A report on all performance standards will be provided by the Successful Proposer on a quarterly basis with each report due within 15

days after the quarterly reporting period. Failure to meet or exceed any or all of the performance standards for two consecutive quarterly reports or for two reports of the last four reports due will be considered grounds for termination of the Contract, at the sole discretion of the City. All time periods shall be measured from the date transports are entered into the billing system.

B. Quality of Service. In addition to the performance standards designated above, Successful Proposer will also be evaluated by City staff on a regular basis regarding the quality of daily service, the timeliness of data exchange and Successful Proposer response to inquiries from City staff, which shall include:

1. Response to any City inquiries or questions within two business days.

2. Response to an emergency request for information within four business hours.

3. Provision of all required reports by the 15th calendar day of the subsequent month.

C. Definitions for Standards and Reports. For the purposes of this RFP, the following definitions apply related to performance standards and reports:

1. *Transport Month* means month in which patient is transported for any given incident.

2. *Gross Amount Billed* means amount initially billed for the accumulation of charges for all Services provided for a given incident, before any adjustments or write-offs.

3. *Net Collection Rate* means receipts/Gross Amount Billed (less adjustments for allowances and unbillables.)

4. *Historical Collection Rates* means collection rates defined in (C) for Transport Months 12 months or more past incident month. *For example* "*Historical Collection Rate*" means (Receipts less adjustments)/Gross Amount Billed for accounts nine months or older.

5. *Transport Fee* means the City approved amount for charge of specific transport services provided to patients for all incidents billed.

3-8
MINIMUM REQUIREMENTS OF PROPOSING COMPANY

At a minimum, the Proposer shall:

1. Have completed a Type 1 Statement in Auditing Standards No. 70 (SAS 70) audit within the past year, **and include the statement with the Proposal**.

2. Have an operational billing/ePCR software interface with ESO Solutions Inc., Electronic Care Reporting Software within 30 days of notice of award.

3. Have at least two Florida clients in the past 10 years for which emergency medical transport billing services have been provided.

3-9
FEE AND COSTS

1. Proposers shall quote an all-inclusive fee for the work described under Scope of Services. The all-inclusive fees shall include, but not limited to, all labor, travel, lodging. Materials, printing, overhead and profit and any other Proposer expense for this project, unless described as a separate cost in this section.

2. The Proposer's fee for services to be provided will be a percentage of actual dollars collected during the previous month plus any additional per unit itemized charge.

3. Each Proposer must submit a flat fee for Medicaid Billings and provide detail as to when that fee will be charged.

4. Proposal should reflect the total costs for all the services and should detail the different fees for each service.

3-10
MANAGEMENT AND PERSONNEL

Include the following information in the Proposal:

1. Profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:

    a. Age and size of the firm and local office.
    b. Location of the office where the work on this Project is to be performed.
    c. Number and nature of the staff to be assigned to this Project on a full time basis (resumes are preferred).
    d. Number and nature of staff to be assigned to this Project on a part time basis (resumes are preferred).

2. Identify the supervisory and management staff who will be assigned to the Project and indicate whether each holds any certifications and licenses applicable to the proposed Project. Provide resumes for each person that will be assigned to this Project.

3. Provide a detailed description of the nature and status of any pending or completed litigation, claims made, investigations and or sanctions by the SEC, MSRB or other similar entities, contract disputes or defaults and liens arising in regard to your company's performance of any services or current or former members of your firm arising (during the tenure at your firm) within the last three

years prior to the Due Date of this RFP. If Subcontractors or Subconsultants are utilized, provide similar information for the Subcontractors/Subconsultants.

4. Provide at least five client references for which the Project team/firm has provided similar services and example deliverables (if allowed), along with contact information. Reference for other government agencies are preferred (See Proposer References Form, Section 6).

5. Proposer must be operating as the same business entity for a minimum of five years and have been successful in the business of Emergency Medical Transport Billing and Collection Services actively and continuously for a minimum of five years.

3-11
SILENCE OF SCOPE OF SERVICES

The apparent silence of the foregoing Scope of Services as to any detail or omission from it as to a detailed description concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of this Scope of Services shall be made upon the basis of this statement.

3-12
PROPOSAL EVALUATION AND CRITERIA

Following the closing of this Solicitation, the Proposals will be evaluated by a selection committee appointed by the Chief Procurement Officer. The selection committee may be comprised of any combination of City staff, consultants, or other non-City persons, all of whom have the appropriate experience and knowledge relating to the Services sought by this Solicitation, while striving to ensure a well-balanced committee. The scoring of the Proposals will be based on a point total and not a percentage factor. The selection committee will evaluate and rank the Proposals received on the basis of the criteria and available points indicated below. The committee shall reserve the right to require oral presentations from one or more of the Proposers, either before or after the initial ranking, and shall have the option to short-list and re-rank after the receipt of additional information from such presentations, follow-up questions and answers, on-site Proposer demonstrations (to include module and/or functionality demonstrations, technical demonstrations, service presentation and other due diligence), completed reference checks or site visits. After the final ranking, again based on the criteria and points set forth below, Contract negotiations will be commenced with the highest evaluation scoring, responsive, responsible Proposer and whose Proposal will be the most advantageous to the City. Should the City and such Proposer fail to reach agreement on a mutually acceptable Contract, the City shall have the right to terminate negotiations and to negotiate with the next highest ranked firm, and to continue following this process until a mutually acceptable Contract is reached. Once a mutually acceptable Contract is reached, the City Commission will then be asked to approve the award of the RFP and the successfully negotiated Contract.

The resulting Contract shall contain requirements, terms and conditions consistent with this Solicitation, along with any modifications which the City, in its sole discretion, may require or accept. The final Contract may include but not necessarily be

limited to terms and conditions related to the Scope of Services; initial term and optional renewal terms; compensation; payments; City's audit and inspection rights; public records; compliance with federal, state and local laws; certificates of competency, if applicable; indemnification of the City; the City's sovereign immunity protection; Proposer default; City termination rights; insurance requirements; non-discrimination; assignment limitations; notices; and Proposer's independent contractor status.

No rights shall inure to the benefit of any Proposer pursuant to this Solicitation until the Contract is approved by the City Commission and has been executed by both parties.

Evaluation Categories		**Points**
A.	Experience and Expertise	35
B.	References	10
C.	Resources and Methodology	20
D.	Price/Fee structure:	20
E.	Questionnaire and Reports and Data Analysis	15
F.	City Local Preference	5
G.	CBE/SBE Preference	5
Total Points		**110**

Lowest Cost Proposal divided by Proposer "X" Cost Proposal times maximum available cost points = Proposer "X" Cost Score

Example:
Firm "A" cost proposal is $10,000 and is the lowest cost proposal
Firm "B" cost proposal is $15,000
Firm "C" cost proposal is $20,000

Cost Points Available: 30

Calculation:
Firm "A": Lowest price and receives 30 points
Firm "B": ($10,000)/($15,000) X 30 points = 20 points
Firm "C": ($10,000)/ ($20,000) X 30 points = 15 points

3-13
CONTENT OF PROPOSAL

Proposal Format

To facilitate the analysis of responses to this RFP, Proposers are required to prepare their Proposals in accordance with the instructions outlined in this section. **Proposers** must respond in full to all RFP sections and follow the indicated RFP format (section numbering, and similar matters) in their Proposal. Failure to follow these instructions may result in rejection of the Proposal.

For each question asked in the RFP, Proposers shall provide in their Proposals the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. All parts, pages, figures, and tables should be numbered and labeled clearly. The Proposal should be organized as follows:

Tab	Title
-	Proposal Signature Form
1	Executive Summary
2	Experience and Expertise
3	Resources and Methodology
4	References checks with other clients
5	Proposer Background Information
6	Exceptions and Deviations
7	Other Required Forms and Attachments
8	Cost Proposal
9	Addenda
10	Affidavits and Acknowledgements

Instructions relative to each part of the Proposal are defined in the remainder of this section.

Costs for the Proposer's recommendation(s) should be submitted on the Proposal Pricing Forms provided. Costs should include the complete costs for the solution, including travel and operating costs. Use additional pages as needed. See "Cost Proposal" below.

TAB 1: Executive Summary

This part of the response to the RFP should be limited to a brief narrative, not to exceed two pages, describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.

Minimal Qualifications

- Be licensed to do business in the State of Florida..
- Have completed a Type 1 Statement in Auditing Standards No. 70 (SAS 70)

audit within the past year, **and include the statement with the Proposal**.

- Have an operational billing/ePCR software interface with ESO Solutions Inc., Electronic Care Reporting Software within 30 days of notice of award.
- Have at least two Florida clients in the past 10 years for which emergency medical transport billing services have been provided.

TAB 2: Experience and Expertise

Proposers must provide information about their firm so that the City can evaluate the Proposers ' stability and ability to support the commitments set forth in the Proposal. Following is the information that Providers should include in this section:

1. The firm's background, including a brief description (e.g., past history, present status, future plans, company size and related matters) and organizational charts.

2. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn and Bradstreet report as part of the Proposal.

3. If the Proposers is proposing to use a Subcontractor on this Project, please provide background information on the Subcontractor, Provider relationship with that firm and the specific Services and/or products that the Subcontractor will be providing on the Project. A complete list of Subcontractors is required. The City has the right to approve all Subcontractors of the Provider at any time, and receive copies on any agreements or contracts with the Subcontractors. Contractors and Subcontractors are expected to also act as fiduciaries of the City.

4. Include names of representatives, professional/work background and qualifications, with titles and areas of expertise, who will be directly responsible for this Project.

5. Describe the expertise of your staff/contractors in performing the types of Services requested in this RFP.

TAB 3: Resources and Methodology

1. Adequacy of amount of quality resources assigned to the Project.

2. Overall approach to Project.

3. Consideration of Services provided and approach to meeting goals and deadlines.

4. Description of Services provided and approach to meeting goals and deadlines.

TAB 4: References checks with other clients

Submit five public-entity accounts comparable in size and nature to Miramar, written within the last three years, that will qualify the Proposer to handle the City's requirements.

TAB 5: Proposer Background Information

The Provider must respond to the Provider Background Questionnaires in Section 5 of this RFP.

TAB 6: Exceptions and Deviations

If the Proposer finds it impossible or impractical to adhere to any portion of this Scope of Services and all attachments, it shall be so stated in its Proposal, with all deviations grouped together in a separate section entitled "Exceptions/Deviations from Proposal Requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation from adherence to specific RFP sections. Objections or deviations expressed only in other parts of the Proposal, either directly or by implication, will not be accepted as deviations, and the Proposer in submitting a Proposal will accept this stipulation without recourse. Also see the provisions of Section 1-12 above. Providers taking exceptions do so at their own risk.

TAB 7: Other Required Forms and Attachments

Place all other forms that have not been identified as associated with another tab, including attached questionnaire, under this tab. This should include any Contract forms desired for consideration as part of the Contract.

TAB 8: Cost Proposal

Costs/Revenues for the Proposer's recommendation(s) should be submitted on the Price Proposal Sheet Forms provided at Section 5 below. The Proposer shall provide price information for each separate component of the proposed Services.

In the event the Goods or Services are provided at no additional cost, the item should be noted as "no charge", or words to that effect.

In the event the Goods or Services are not being included in the Proposal, the item should be noted as "No Bid".

Proposers shall provide all pricing/revenue alternatives in these cost sheets.

Proposers shall provide prices in U.S. dollars.

Proposers shall provide the rationale and basis of calculation of all fees.

Proposers shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

The City prefers that Proposers provide separate prices for each item in the proposed solution. However, the Proposer is also encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to the City. Prices shall be guaranteed for the entire term of the Contract.

The City reserves the right to pursue direct purchase of all items and Services proposed, as well as to obtain independent financing.

TAB 9: Addenda

Include all original, signed copies of addenda in this section.

TAB 10: Affidavits and Acknowledgements.

The following forms are attached at Section 5 below and shall be completed and provided as part of this Proposal. FAILURE TO COMPLETE, SIGN AND RETURN THESE FORMS MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE".

FORM CHECKLIST:

1) ___ PROPOSAL COVER SHEET AND SIGNATURE FORM

2) ___ PRICE PROPOSAL SHEET

3) ___ ADDENDA ACKNOWLEDGEMENT FORM

4) ___ PROPOSER INFORMATION FORM

5) ___ PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

6) ___ DRUG-FREE WORKPLACE AFFIDAVIT

7) ___ ANTI-KICKBACK AFFIDAVIT

8) ___ NON-COLLUSIVE AFFIDAVIT

9) ___ NON-DISCRIMINATION AFFIDAVIT

10) ___ BUSINESS/VENDOR PROFILE SURVEY

11) ___ EXCEPTIONS AND DEVIATIONS FORM

12) ___ QUESTIONNAIRE

SECTION 4
CONTRACT

AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

_____

EMERGENCY MEDICAL TRANSPORT BILLING AND COLLECTION SERVICES

This Agreement is entered into this ____ day of _____, 2015, by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the "City"), and _____, a _____ corporation or individual with principal business address located at _____ (hereinafter referred to as "Contractor").

WHEREAS, on _____, 2015, the City issued Request for Proposals No. 16-11-06 ("RFP") for "Emergency Medical Transport Billing and Collection Services" (the "Services"); and

WHEREAS, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, and whose Proposal was most advantageous to the City; and

WHEREAS, on _____, 2015, the City Commission approved the award of the RFP to Contractor and authorized negotiation and execution of an appropriate Agreement between Contractor and the City for the provision of the Services, for an initial term of five year(s) with two optional two-year renewal periods.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Contractor agree as follows:

SECTION 1
RECITALS

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2
SCOPE OF SERVICES

2.1 This Agreement is subject to and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions and requirements set forth and described in the RFP, the Contractor's Proposal submitted in response thereto as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

SECTION 3
COMPENSATION

3.1 City agree to pay Contractor the following fees for services described herein:

a) _____ % of actual dollars collected, including but not limited to postage, printing and supplies.
b) _____ each for Medicaid billing

3.2 Contractor shall submit periodic invoices for the Services provided to:

City of Miramar
ATTN: Accounts Payable
2300 Civic Center Place
Miramar, FL 33025

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

3.3 Contractor shall not perform or begin any Work under this Agreement without prior written authorization from the City, as well as an approved purchase order authorizing Services. The failure of Contractor to obtain a purchase order for Work required under this Agreement constitutes a failure to adhere to the terms of this Agreement, and authorization for payment for such unauthorized Work shall be denied.

3.4 Services shall be provided to the City in strict accordance with the Scope of Services set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, Contractor will not receive payment for such nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

3.5 All requests/estimates/quotations for services not covered under this Agreement shall be submitted in writing prior to the provision of any such additional service. The estimate must include a detailed list of the services to be provided, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure purchase order approval prior to the Work being performed.

SECTION 4
TERM OF AGREEMENT

4.1 The term of this Agreement shall commence on _____, 2015, and shall continue, unless otherwise terminated by the City as provided herein, for three years from that date.

4.2 The City shall have the option, in its sole discretion, of renewing this Agreement for up to two additional one-year terms, subject to mutual agreement as to the price for each option period, which shall be negotiated at least 30 days prior to the end of the term in effect.

4.3 The City's Chief Procurement Officer may authorize up to a 90 day extension of this Agreement in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

4.4 This Agreement shall be subject to the annual appropriation of funding by the City during its budget process, the failure of which, in the City's sole discretion, may serve as a basis for termination of this Agreement pursuant to Section 8 below, or nonrenewal of this Agreement.

SECTION 5
TERMINATION OF AGREEMENT

5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the City, up through the

date of termination. Under no circumstances shall the City make payment for Services nor shall Contractor invoice the City for Services not yet provided.

5.2 **Termination for cause.** This Agreement may be terminated by either party upon five calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that this Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.

5.3 **Return of City equipment.** Upon termination of this Agreement, Contractor shall return all City equipment to the City.

5.4 **Survival.** The termination of this Agreement under Section 5.1 or 5.2 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 6
INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7
INDEMNIFICATION

7.1 Contractor shall indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.

7.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

SECTION 9
INSURANCE

9.1 **INSURANCE -** For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Proposer shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

9.11 **Minimum Limits of Insurance -** Proposers shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: $1,000,000 Combined Single Limit per occurrence, property damage and medical expense $10,000, personal injury and advertising injury liability $1,000,000; products and completed operations policy aggregate $2,000,000 and general aggregate $2,000,000.

2. Employer's Liability: $1,000,000 per accident for bodily injury by accident or disease.

3. Workers' Compensation: Statutory.

9.12 **Required Insurance Endorsements**

9.12.1 The City requires the following insurance endorsements:

1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.

2. WAIVERS OF SUBROGATION - Proposer agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:

a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Proposer or the Proposer's employees, agents or Subcontractors; and

b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Proposer.

This waiver shall apply to all first party property, equipment, vehicle and workers compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Proposer agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Proposer further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Proposer's failure to obtain such waivers of subrogation from Proposer's insurers.

This Agreement shall not be deemed approved until the Proposer has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Proposer's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

9.12.2 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Proposer's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Proposer shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

9.12.3 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

SECTION 10
MISCELLANEOUS

10.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

10.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

10.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

10.4 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5 Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

SECTION 11
AUDIT AND INSPECTION RIGHTS

11.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

11.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 12
AGREEMENT, AMENDMENTS AND ASSIGNMENT

12.1 This Agreement constitutes the entire agreement between Contractor and the City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth or incorporated into this Agreement are of no force and effect.

12.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

12.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 13
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 14
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR: _____

_____

FOR CITY: _____
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Facsimile: (954) 602-XXXX

With A Copy to: Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Cole &
Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Facsimile: (954) 764-7770

SECTION 15
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as

a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

SECTION 16
PUBLIC RECORDS

Contractor and Subcontractors understand that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes and U.S. Treasury Department guidelines, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City. The Subcontractors will be provided a copy of this Agreement to facilitate compliance with state and federal guidelines.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor or Subcontractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure, EXCEPT for records that are necessary meet the U.S. Treasury Department record retention guidelines for tax exempt borrowing and the Post Issuance Compliance Policy of the City. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

SECTION 17
HEADINGS, CONFLICT OF PROVISIONS, WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 18
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 19
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 20
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

SECTION 21
JOINT PREPARATION

Contractor and the City acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 22
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its _____, attested to and duly authorized to execute same.

CITY

ATTEST:

_____
Denise A. Gibbs, City Clerk

CITY OF MIRAMAR

By:_____
Kathleen Woods-Richardson,
City Manager

This day of _____, 2015.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

_____
City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

CONTRACTOR

WITNESSES:

_____

Print Name:_____

_____

Print Name:_____

By: _____

Date: _____

By: _____

SECTION 5
SUBMITTAL FORM
PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 16-11-06 (Pre-Tab1)

PROPOSER'S NAME (Name of firm, entity, or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name: Title:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE:

(_____) _____

FAX:

(_____) _____

EMAIL _____

PROPOSER'S ORGANIZATION STRUCTURE:

_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (explain):

IF CORPORATION:

Date Incorporated/Organized: _____

State of Incorporation/Organization: _____

States registered in as foreign Corporation: _____

PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION:

LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT:

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.

Signed by: _____ Date: _____

Print name: _____ Title: _____

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

PRICE PROPOSAL SHEET (Tab 10)

COST OR PRICING DATA FOR PRICE PROPOSAL

Proposers shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Proposal, reflecting Cost Realism, including all information other than Cost and Pricing Data, and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts, that as of the date of submission of the Proposal, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Proposer's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) "Cost Realism" shall mean that the costs in Proposer's Proposal: (1) are realistic for the Services to be provided; (2) reflect a clear understanding of the requirements; and (3) are consistent with the various elements of the Proposer's Proposal.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any fee or profit applicable.

PRICE PROPOSAL SHEET (Tab 10) (CONT.)

Fees Proposed below are based on a one-year term and will be multiplied over the number of years for the contract value. The numbers are provided based on the City's current contract and last fiscal year performance. The City does not guarantee the same amount for future contract years.

1) Proposers must sate a fee for services to be provided based on a percentage of actual dollars collected. Fee must be all inclusive, including but not limited to postage, printing and supplies.

   Proposer's Fee for services to be provided:

   _____ % X $1,059,222 = _____

2) Medicaid account billing service:

   $_____ /each X 261 = _____

3) Lease of Computers:
   Proposers must state an additional fee, if any, for the lease of the 13 ruggedized field computers as requested in section 3-4. This will be added to the fee proposed in item 1a for evaluation purposes and award of price points.

   Additional Fee for lease of computers:

   $_____ X 13 = _____

4) Other Per Unit Itemized Charges:

   a) Privacy Notices: _____ X 4,492 = _____
   b) *Credit Card Fee: _____ X 264,406 =_____
   c)
   d)

   *Credit Card Charges based on the assumption that 25% of revenue will be paid by Credit Card.

PRICE PROPOSAL SHEET (Tab 10) (CONT.)

TOTAL FEE PROPOSED: (ITEM 1 + ITEM 2 + ITEM 3 + ITEM 4)

_____

(***Write Figures)***

TOTAL PROPOSED: (ITEM 1 + ITEM 2+ ITEM 3 + ITEM 4)

_____

(***Written Amount)***

TOTAL AMOUNT FOR ITEM 1 THROUGH 4 OF THE PRICE PROPOSAL SHEET SHALL BE SHOWN ABOVE IN BOTH FIGURES AND WORDS. IN CASE OF DESCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN.

The City will maintain and pay for the lock box.

Taxpayer Identification Number (TIN)_____

PROPOSER:_____
(Company Name)

_____
(Signature)

_____

_____
(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR RESPONSE "NON-RESPONSIVE"

ADDENDA ACKNOWLEDGEMENT FORM (Tab 10a)

Addendum #	Date Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PROPOSER: _____
(Company Name)

_____
(Signature)

_____
(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

PROPOSER INFORMATION FORM (Tab 10b)

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

(1) How many years has your organization been in business under your present business name?

_____ years

(2) State of Florida occupational license type and number: _____

(3) County (state county) Business Tax Receipt type and number: _____

(4) City of Miramar Business Tax Receipt type and number: _____

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

(5) Describe experience providing Services and or commodities for similar (government) organizations:

_____

_____

_____

_____

_____

(6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?

_____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

PROPOSER INFORMATION FORM (CONTINUED)

(7) Please list five Government contract references:

A) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

B) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

C) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

D) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

E) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Tab 10c)

Please list all Subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE or SME Firms. Please specify the category for each Subcontractor or supplier.

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (CONTINUED) (Tab 10c)

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10d)

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Vendor's Signature

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

ANTI-KICKBACK AFFIDAVIT (Tab 10e)

STATE OF FLORIDA }
} ss:
COUNTY OF BROWARD }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and _____ or its Contractors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20___.

_____
Notary Public
State of Florida at Large

My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-COLLUSIVE AFFIDAVIT (Tab 10f)

State of)
) ss:
County of)

I, _____, the undersigned authority, being first duly sworn, deposes and says that:

a) He/she is the (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Service; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Services;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10f)

Signed, sealed and delivered
in the presence of:

_____ By:_____
Witness

_____ _____
Witness (Printed Name)

_____
(Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10f)

ACKNOWLEDGMENT

State of)

) ss:

County of)

BEFORE ME, the undersigned authority, personally appeared _____, to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this _____ day of _____ , 20___.

_____
Notary Public
State of Florida at Large

My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-DISCRIMINATION AFFIDAVIT (Tab 10g)

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20_____.

_____
Notary Public
State of Florida at Large

My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

BUSINESS/VENDOR PROFILE SURVEY (Tab 10h)

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- ❑ **CONSTRUCTION SERVICES -** Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.

- ❑ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES -** Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.

- ❑ **PROFESSIONAL SERVICES -** Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.

- ❑ **BUSINESS SERVICES -** Involves any services that are labor intensive and not a construction related or professional service.

- ❑ **COMMODITIES -** Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.

- ❑ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
  Business is claiming the CBE/SBE Preference; YES____ NO _____

  Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

  Business is claiming local Business Preference YES _____ NO _____
  (Choose below as applicable)

- ❑ A **Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. **Proof of Miramar residents employed will be required prior to AWARD.**

- ❑ Business is domiciled within the City of Miramar city limits, complies with all City of Miramar licensing requirements and is current on all taxes.

FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

Exceptions and Deviations Form (Tab 10i)

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. **Exceptions must be fully explained using a chart in the form of the chart set forth on the bottom portion of this page**. The City reserves the right to reject any Proposal for noncompliance with one or more of the requirements.

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION

_____

Proposer's Signature

FAILURE TO SUBMIT ALL INFORMATION RESPONSIVE TO THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

QUESTIONNAIRE (Tab 10j)

1. Please set forth the caption, case number, court and disposition of any litigation against a public entity or concerning any amount exceeding $100,000 filed by or in which you, your firm or an officer, director, member/manager or executive of your firm has been named as a party within the past five years.

2. How would you handle insurance short pays? What actions would you take to ensure that the City receives the full amount due? In your response, please include a detailed summary of the processes and reporting that will be made available to the City to address insurance short pays and an explanation as to whether you are able to provide a report summary by insurance carrier for short-paid invoices.

3. Describe in detail what your process is for obtaining valid information when the information originally obtained is found to be incorrect (e.g. incorrect data insurance or incomplete data provided at the time of the medical transport).

4. Describe in detail how you can help to maintain a short period of time between date of service and date of initial bill being generated. Include recommendations as to the City's procedures related to this task.

5. Describe in detail the tools or technology do you use to get claims filed with correct data and the maximum return for the City.

6. For calendar year 2014, what is your average time for turning around claims for your medical transportation billing services accounts?

7. Please set forth the title of and attach three custom client-generated reports which demonstrate your ability to develop and produce complex custom reports and your flexibility in designing them.

8. For report generation and ability to report on various data sets, describe in detail what sets your firm apart in being able to accommodate your clients' custom reporting requirements.

9. How do you currently provide reports to your clients? What kind of report writer do you use for the reports being sent to your clients? Can all the reports developed for the City be opened using Microsoft Excel? Please explain your answer.

10. Describe in detail your approach to and methods for quality assurance to meet the City's performance standards as it relates to the collection cycle.

11. What specific internal controls do you have in place to assure meeting the various deadlines for mailing of the documents identified in the Scope of Services?

12. As a billing ages, what efforts does your firm perform to secure payment from each major type of payor (e.g. insurance, Medicaid, Medicare, Self Pay)?

13. The City has identified a number of performance standards for acceptable service levels to the City. Describe in detail your ability to report on each of the performance standards and data collection methods for the City (e.g. Average Net Collection Rate; Collection Cycle; Information Collected).

14. Describe in detail your approach to and methods for quality assurance to meet the City's performance standards as it relates to daily service, including the requirement that you respond to City inquiries within two business days, emergency requests for information within four business days and that you provide all required reports by the 15th calendar day of the subsequent month.

15. Set forth the number of customer service representatives (staff that takes calls from the City's transported patients) for whom English is their primary language and that are bilingual.

16. Identify the implementation plan check list that would be used and associated timetables for each task to start performing Medical Transportation Billing Services as identified herein, starting from your receipt of the executed agreement from the City (should the agreement be awarded to your firm. Your summary (which should be submitted as an attachment) should include a project delivery timeline schedule by milestones and deliverables. Please also provide a recommended schedule of work to be performed, clearly indicating the start and stop dates of each task.

17. What is your commitment to the City to be able to provide the services within the estimated timeline?

18. What are your normal office hours for customer support calls?

19. Do you host a website that offers any customer support information? If so, please provide the website URL and summarize the website's contents.

20. Describe in detail your plan for implementing new technology, hardware and software as it relates to the medical transportation billing services in the following six months.

21. When is the last time that you updated your technology, hardware or software as it relates to medical transportation billing services? In answering, please be specific to the time period and the upgrade performed.

22. Identify features on your website that would allow the City and/or the transport client to view data and make inquiries.

23. Based on your proposed solution, detail your ability to take credit card payments as a form of payment and the reporting available to the City as to such payments.

24. Please describe in detail your proposed method for handling accounts that are still in an uncollected status upon the termination of the Contract.

25. Submit proof of your ability to have an operational billing or ePCR software interface with Zoll Data Systems, Inc. Electronic Tablet Patient Care Reporting Software within 30 days of notice of award.

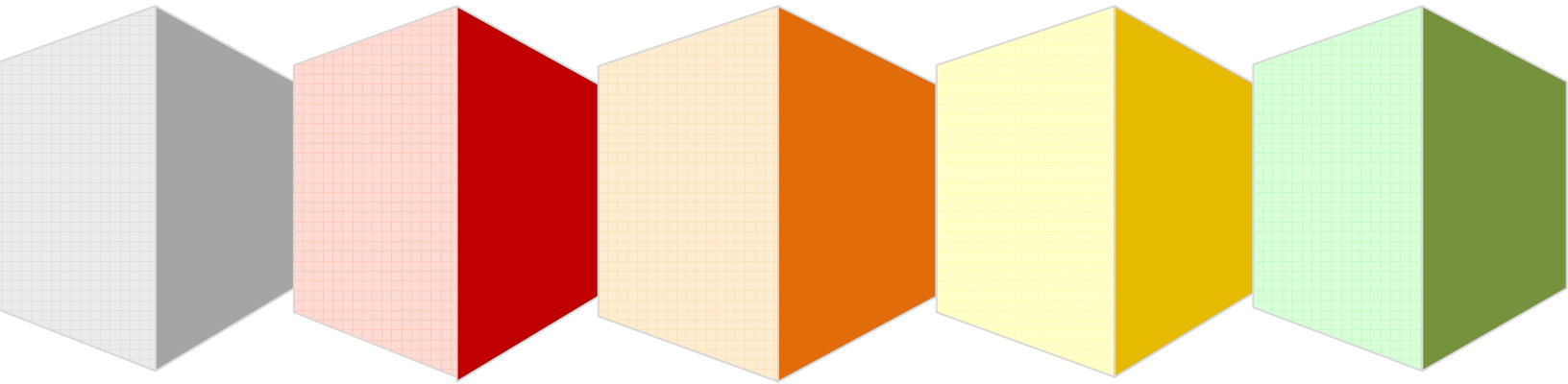
FAILURE TO SUBMIT ALL INFORMATION RESPONSIVE TO THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

Original

Emergency Medical Transport Billing and Collection Services for Miramar Fire-Rescue Department

Submitted to: City of Miramar

Date Due: Wednesday, December 30, 2015 at 2:00 P.M. EST



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December 30, 2015

Office of City Clerk
City of Miramar
2300 Civic Center Place
Miramar, FL 33025

Dear City of Miramar City Commission,

Thank you for the opportunity to submit a proposal in response to the RFP for Emergency Medical Transport Billing and Collection Services. Ambulance Medical Billing, also known as AMB, meets all of the RFP requirements, and I am confident that this proposal clearly displays all of AMB's superior abilities in ambulance billing.

AMB is a Paducah, Kentucky-based EMS billing company incorporated in 1952 as Credit Bureau Systems. We have grown to be the leading ambulance billing provider located in the Southeast, including the State of Florida. We have several clients in Florida, including the City of Key West and Plant City Fire Rescue, and we are looking forward to having you as a part of the team.

Our goal is the same as yours: To provide billing and data collection, while maximizing revenues. We have prepared an **exclusive offering for the City (please see cost proposal Tab 8 for details).**

We want the City of Miramar to hear one message louder than any other:

AMB's focus on a strong partnership is our NICHE

We are not just processes and procedures; we are a **partnership that delivers results**.

Please allow this letter to declare that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP. All information contained in the proposal is true and correct. AMB agrees to all terms and conditions, reservations and stipulations contained in the RFP document.

The persons authorized to make representations for this proposal include myself, Lauren Root, and Bill Harrod, AMB Executive Director. Bill's contact information is: 100 Fulton Court, Paducah, KY, 42001, email bharrod@marsbilling.com, telephone (270) 744-3647 office, (317) 946-9739 cell, and (270) 744-8642 fax.

We look forward to partnering with the City of Miramar.

Sincerely,

Lauren Root
Ambulance Medical Billing Regional Sales Director
100 Fulton Court, Paducah, Kentucky 42001
Email: lroot@marsbilling.com | (423) 956-5277 cell | (270) 744-3647 office | (270) 744-8642 fax

TAB 1: Executive Summary

EXECUTIVE SUMMARY

AMB's goal is a true partnership with the City of Miramar. All of the proposals that the City receives will be similar in billing process and product. *The AMB difference* is our relationship. This contract is not a "cookie-cutter" job, but a service relationship with one primary factor: "Who is on the other end of the contract?" *We* are the *"who"* that will work hard for the City of Miramar with a commitment to superior service and results. The results are simple: increased revenues for improved quality assurance and improvement for the City of Miramar.

AMB and Miramar partner for success with increased revenues and billing excellence.

AMB is pleased to offer the City of Miramar with a turn-key approach to industry-leading service, billing, and collections. A summary of AMB's proposal includes:

- **#1 Platinum Billing Partner with ESO Solutions:** AMB has an exclusive PLATINUM BILLING relationship with ESO, with over one hundred (100) of our clients successfully using ESO. The AMB/ESO interface platform of ePCR and billing will continue to improve the quality of the City's patient care data and ease of use for your EMS crews. .

  An important fact to know:

  AMB has already successfully transitioned ALL KENTUCKY CLIENTS TO NEMSIS V3. No other billing firm can make this claim.

  ESO's Electronic Health Record (EHR) product is NEMSIS 3 compliant and the City can confidently collect and submit NEMSIS 3-compliant data to the state.
- **Leading Billing Provider in the Southeast and LOCAL Presence:** AMB represents over one hundred and twenty (120) ambulance services in the Southeast. What this means for you is that you can rest assured that you have a team of experts on the rules and regulations of billing, and a solid network of fellow EMS service providers.

  AMB services a number of clients in the State of Florida, including Plant City Fire Rescue and the City of Key West.
- **Complete Comprehensive SSAE 16:** AMB's SSAE 16 audit (included) will satisfy the same requirement as the requested SAS 70. AMB has achieved favorable results for each of the two (2) years that AMB has initiated the report. AMB will continue to undergo regular audits in an effort to ensure the highest quality and efficiencies possible.
- **Personal Attention:** Lauren Root and our entire staff are there to assist with every step in the process. Our representatives will be in your office on a routine basis. A Client Services Specialist has already been assigned to your account. ***Your designated representative***, Lisa Reaney, will be your direct contact to the entire AMB operation.
- **Our Exclusive ADRS System – Ambulance Dashboard Revenue System:** AMB's own State-of-the-Art Technology: Real-time, user-friendly data dashboards, available online 24/7 from any

smartphone/device via secure portal – *Up-to-the-Minute Status from the internet, iPhone or iPad (free App on the App Store)*

- **Bad Debt Collection Affiliation:** AMB's parent company, Credit Bureau Systems (CBS), can provide services for working any accounts that the City of Miramar chooses to pursue as bad debt collections. This close affiliation with CBS allows for a very minimal lag time for collections and an increased probability for recovery.
- **Comprehensive Billing:** AMB will provide all aspects of billing for the City of Miramar. From data entry and coding to final claims payment and reporting, AMB's expertise has it covered with no outsourced or offshore services.
- **Unlimited Training:** AMB will train City employees as frequently as needed using field experts. Our dedicated expert trainer has over twenty-four (24) years of Emergency Medical Services experience and has a full understanding of the issues that are typical in EMS.
- **Billing Staff Integration:** AMB will approach billing as a team by providing system access to key City employees for quick access and service.

EXECUTIVE SUMMARY - QUICK COMPANY FACTS

Company Name: Credit Bureau Systems, Inc. dba Ambulance Medical Billing
Address: 100 Fulton Court, Paducah, Kentucky 42001
Incorporated: Kentucky in 1952
State(s) Licensed and Authorized to do Business: Includes FLORIDA, Kentucky, Tennessee, Texas, Georgia, Maryland, Alabama, Arkansas, California, Colorado, Illinois, Indiana, Mississippi, North Carolina, South Carolina, Ohio, Virginia, New Hampshire, West Virginia
Primary Contact: Lauren Root
Primary Contact Title: Regional Sales Director
Primary Contact Email: lroot@marsbilling.com
Primary Contact Telephone: 423.956.5277
Facsimile Number: 270.744.8642
Legally Authorized Individual(s): Lauren Root, Regional Sales Director
Legally Authorized Individual(s): Bill Harrod, Executive Director / CEO
Number of years in business: Sixty-three (63) years
E-Verify Authorization: 712364
E-Verify Authorization Date: 9/18/2013
Dunn & Bradstreet Number: 167486620
Federal Tax ID: 61-0925848

AMB
Ambulance Medical Billing

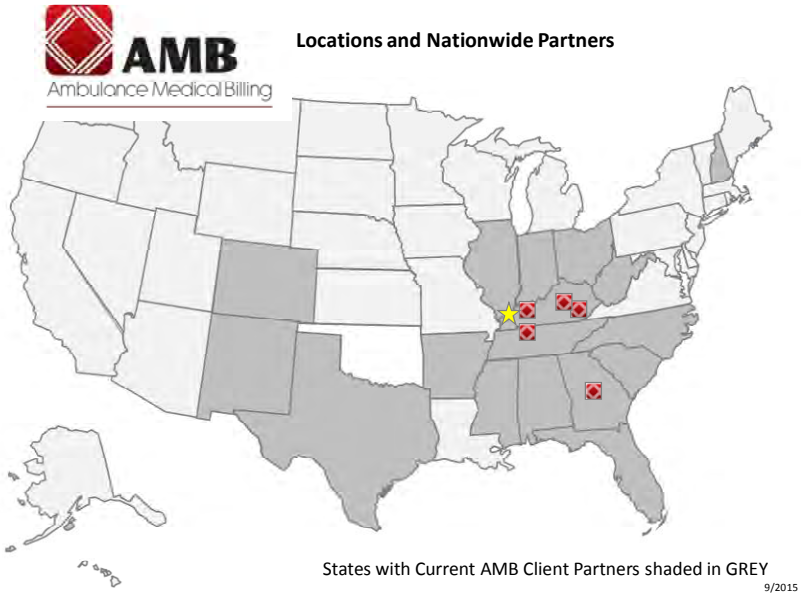
AMB EXPERIENCE AND EXPERTISE

BACKGROUND

AMB is a subdivision of Credit Bureau Systems, Inc. (CBS). CBS was founded over sixty-three (63) years ago in 1952, and provides a host of revenue cycle services to the medical industry. Today, EMS billing is a primary focus of the company with seventy-five percent (75%) of the company's revenue coming from the success in this specific market. AMB's geographic approach is to have offices located close to its clients, and it currently has six (6) regional offices with future plans for adding more. The AMB offices that employ over two hundred and fifty (250) employees are located in Kentucky: Paducah, (corporate office pictured), Lexington, Owensboro, and Hazard; Clarksville, Tennessee; and Macon, Georgia. Out of these offices, AMB processes nearly *one million* (1,000,000) claims on an annual basis for its EMS agencies.

FOOTPRINT AND GEOGRAPHIC FOCUS

Over the past decade, AMB has focused on the Central and Southeast regions of the US for its growth. AMB currently bills for agencies in all states shaded in **GREY** in the map below. With the strategic location of each AMB office (denoted below), AMB is eager to add the City of Miramar as a strategic partner. ***Welcome to our AMB family!***



AMB EXPERIENCE AND STAFF

AMB has specialized in EMS billing since 2005. For the last ten (10) years, AMB has continued to add to our talented team. AMB now employs more than two hundred and fifty (250) EMS billing agents located in six (6) offices throughout Kentucky, Tennessee and Georgia. These strategically-located offices include:

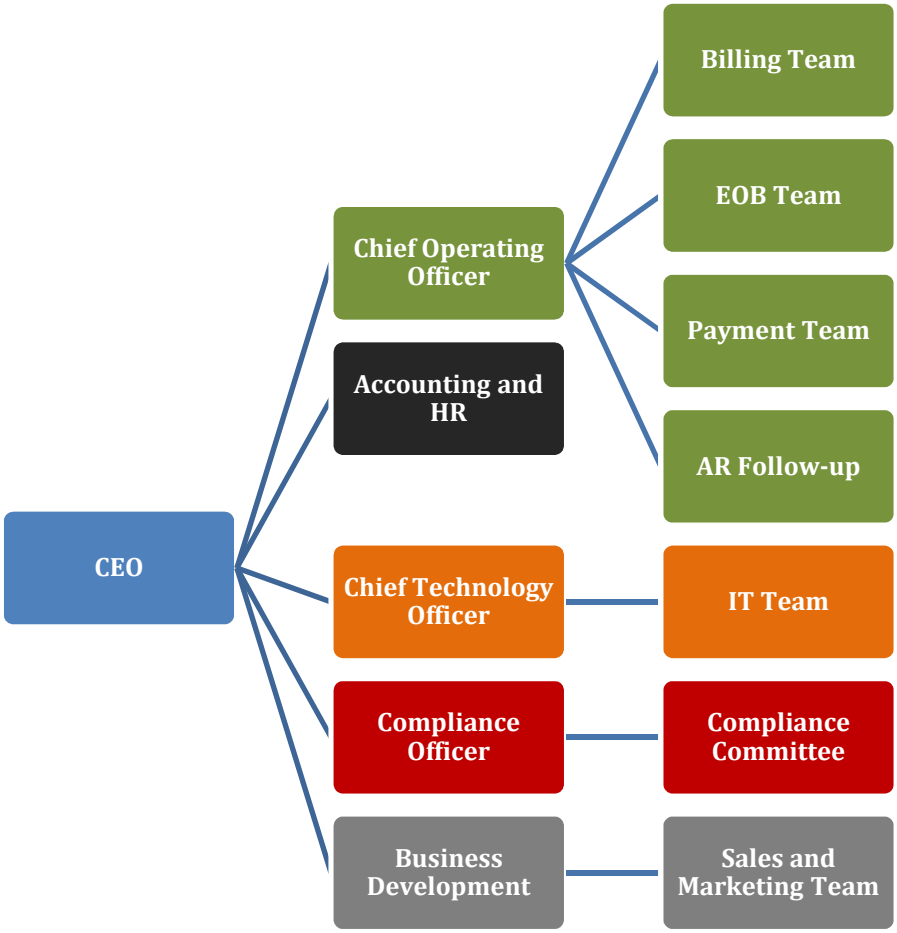
- Paducah, KY (Headquarters)
- Lexington, KY
- Owensboro, KY
- Hazard, KY
- Clarksville, TN
- Macon, GA

All of the City of Miramar accounts will be handled out of our Paducah office.

USA WORKFORCE STATEMENT

AMB believes in local economies. Keeping jobs local and within the United States is critical to the overall national economy. For this reason, 100% of the City's claims will be handled by our US workforce.

AMB ORGANIZATIONAL CHART



CLIENT SERVICES TEAM

AMB provides a Client Services Team to service all aspects of the City contract. This concentrated approach gives the City an easy access point to Client Services team members as well as the rest of the AMB staff. Initially, the City's Primary Contact will be Lauren Root, however our team of seasoned experts will communicate with the City on a daily basis regarding implementation, claims, questions, and data that needs to be shared.

Lauren Root (Primary Contact)	•Account Manager
Dana Evans - AMB Director (Secondary Contact)	•Primary operational contact including systems and reporting
Lisa Reaney - AMB Client Services (Day-to-Day Communication)	•Day-to-day contact for process and account questions

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The City will be assigned to a specific Client Services Specialist. Lisa Reaney will be your exclusive contact for access to the entire AMB operation. Meet your Client Service Specialist Lisa:

Lisa Reaney has been in the MARS/AMB Client Services department since April 2015. Lisa was promoted to this position from the MARS/AMB Patient Services department. She came to MARS/AMB with exceptional customer service experience, which was acquired while being employed at a local legal firm. Lisa's superb attention to detail and commitment often receives compliments from both our clients and internal staff. When she's not at work, Lisa stays busy as the proud mother of three (3) children: Chase, Macy and Morgan.

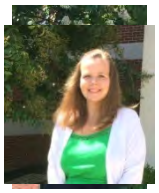
What does this mean for you? While you will always have access to Lauren as your Account Manager, you will have one primary office-based contact for all of your questions, concerns, and daily needs. Lisa will ensure that you and your staff are always taken care of.

CREDENTIALS AND EXPERIENCE OF AMB

The personnel described below will be responsible for managing and servicing the City's account. AMB will include all officers and key managers in the engagement, from pre-contract negotiations through the full life-cycle of the contract. The City of Miramar will benefit from the vast experience of the entire AMB team while having ***only one direct telephone number to call*** for all questions.

Bill Harrod – CEO: Bill has eleven (11) years of experience in the Ambulance Revenue Cycle Management industry. Bill's background has been in management since his graduation from Murray State University with a Bachelor of Science degree in Telecommunications Systems Management. Bill left western Kentucky to pursue a career in Indianapolis where he was the Vice President of Operations for a global operations firm. In 2005, Bill returned to Kentucky and joined CBS as the sole Sales Director for AMB. It is through Bill's hard work and dedication that helped establish AMB as a viable competitor in the ambulance billing market. By May 2013, Bill was CEO of AMB. Bill's straight-forward business sense makes him easy-to-work with and accessible at all times. His expertise in working with private and municipality-run ambulance services is highly respected throughout the emergency medical service community.

Daniel Hale – Director of Operations: Daniel joined the AMB team in 2013 with over twenty-two (22) years of experience in the Healthcare Revenue Cycle Management industry. He has held corporate director positions with national hospital groups such as HCA Healthcare, LifePoint Hospitals, and Capella Healthcare. These positions placed him in close working relationships with various divisions of CBS and eventually led to his placement as Director of Operations for both the MARS and AMB divisions. Daniel obtained his Bachelor of Science degree in Finance from Murray State University and an MBA degree from Bethel University. He is a member of the Healthcare Billing and Management Association (HBMA) and the Healthcare Financial Management Association (HFMA).



Dana Evans – Director of AMB Operations: Dana has more than twenty-five (25) years of experience in Ambulance, Hospital and Physician Billing. Dana started her career as a registration clerk in a local pediatric medical practice. Her dedication to the task at hand and attention to detail was quickly noticed by CBS leadership, and she has been an integral part of our team since 1997. She has served AMB in numerous capacities including client trainer, posting department supervisor, and insurance tracking department supervisor. Her comprehensive knowledge is a true asset to our clients. Presently, Dana spends most of her time working on a daily basis with clients and internal staff to maximize revenues. She is a member of the HBMA.

Alana Meeks – New Client Implementation: Alana has over seven (7) years of experience in our Provider Enrollment and System Administration areas. Alana leads a team of experts in helping our clients transition in the most efficient and effective manner. Her primary role consists of managing new client implementations and the variety of software systems utilized internally and by our clients. She attended both Murray State University and the West Kentucky Community and Technical College.

Jamie Tucker – Director, Controller: Since joining AMB in 2006, Jamie has been an integral part of every department. From data entry to accounts receivables and payment posting to financial reporting, Jamie's expertise on AMB's business processes is a tremendous asset. Jamie's current role as Controller means that she is responsible for over thirty-five (35) employees in our Treasury, Finance, and Refund departments. Among her various financial responsibilities, she manages all client accounts receivables, prepares monthly invoices, and company accounts payables. Jamie's business background from West Kentucky Community and Technical College and previous management experience provides a strong basis for her work at AMB.

Tracy Watt – Director of System Administration, Client Implementation and Support: Tracy comes from working at Jackson Purchase Medical Center for over twenty (20) years as the Information Technology Director. She has over twenty (20) years of project management and system administration experience. Tracy worked on process improvement, quality management, clinical and financial system management, and project implementation and management projects. She served as

the facility security officer and meaningful use coordinator. Tracy is a member of the American Health Information Management Association, Kentucky Health Information Exchange and served on the Kentucky Hospital Association Information Exchange Committee. Tracy has a B.S. in Accounting with an Area in Information Technology from Murray State University.

Lauren Root – MARS/AMB Regional Sales and Service Director

Lauren has been in the EMS/Fire industry for more than fourteen years. As a Paramedic Firefighter, Lauren worked her way through the ranks and left Bristol Fire Department with the rank of Lieutenant. Experienced in supervision, fiscal planning, procurement, field training and the delivery of specialized treatment, Lauren has a well-rounded background to assist in meeting her customers' needs. Lauren is also an avid triathlete and enjoys competing in endurance races when not spending time with her girls. She is still a nationally registered Paramedic, and stays current on industry trends relative to our business needs.

Gary Lee – Chief Information Officer: Gary joined CBS in 2009. He is responsible for all IT functions within Credit Bureau's many divisions, including AMB. He has over thirty-four (34) yearsk of experience in the Information Technology field. He has proven expertise in research, development, management and implementation of cost-effective solutions in large, complex IT infrastructures. He is knowledgeable in many facets of computer and network operations including WAN/LAN network design and implementation, security (internal and external), developing policies and procedures, disaster recovery, technology research, Data Center construction and operation, and building effective relationships with vendors, customers and peers. Gary received his BA degree from Murray State University in the area of Engineering Physics with a Special Emphasis in Computer Science.

Ashley Brooks - **Accounts Receivable (A/R) Manager and Certified Ambulance Coder (CAC):** Ashley is responsible for all AMB A/R and coding. Ashley has over nine (9) years of direct ambulance coding experience, and has spoken at numerous industry conferences on coding and documentation related topics.

COMPLIANCE PLAN AND SSAE 16

It is the policy of AMB to obey the law and to follow ethical business practices. AMB has an ongoing commitment to ensuring that its affairs are conducted in accordance with applicable law, and sound and ethical business practice including but not limited to the OIG Compliance Program Guidance for Third Party Medical Billing, CMS, and HIPAA rules and regulations. AMB is compliant with all appropriate HIPAA Rules, including but not limited to the Privacy Rule, HITECH and FACTA regulations.

AMB can provide a copy of our comprehensive Compliance Plan upon request. The AMB Compliance Program applies to all AMB employees, board members, and clients. The effectiveness of the Compliance Program is predicated on our corporate culture and the implementation of our corporate values. AMB's mission statement is the underpinning of our commitment to doing the right thing for our clients, ourselves, each other, and our community, and personifying honesty, integrity and quality.

A summary of our compliance policies are included in the pages below.

Ambulance Medical Billing

Summary of Compliance Policies
2015

Introduction

Ambulance Medical Billing (AMB) strives to maintain the highest ethical standards in the industry of professional medical billing. AMB supports the compliance efforts of the OIG and has established an internal compliance program that is utilized throughout the company. The standards of conduct within AMB reflect our commitment to the highest quality health data submission as evidenced by our accuracy, reliability, timeliness and validity.

This document **summarizes** a set of practices and procedures that reflect the company's commitment to do the right thing at the right time, and the implementation of effective management steps to ensure full compliance with applicable State and Federal laws, regulations, contracts and other legal requirements that govern our company.

Compliance Policies

Our policies and procedures articulate AMB's commitment to comply with our contractual obligations, as well as applicable statutory, regulatory and other requirements, such as Federal and state False Claims Act, Anti-Kickback Statute, HIPAA, Code of Federal Regulations, and Applicable State laws, and are a critical component of AMB's program to detect, prevent, and control fraud, waste and abuse.

AMB's written standards, as well as policies and procedures are reviewed at least annually to incorporate any changes in applicable law, regulations, and other requirements.

Primary responsibility for implementing and managing the AMB compliance effort shall be assigned to the Compliance Officer. The position of Compliance Officer will report to the CEO of AMB, who will have supervisory responsibility for compliance of AMB. The Compliance Officer will, with the oversight of the CEO of AMB and the assistance of counsel where appropriate, perform the following activities:

- Review and amend, as necessary, the Code of Conduct for all employees
- Assist in the review, revision, and formulation of appropriate policies to ensure compliance with regulatory requirements
- Develop methods to ensure that AMB and its employees are aware of the Code of Conduct and policies and understand the importance of compliance
- Work with the providers in which AMB provides services to in an effort to develop plans for implementing current and future policies on billing
- Assist in developing and delivering educational and training programs
- Provide assistance and guidance to employees and providers in which AMB works with to develop and/or enhance billing expertise and to facilitate training programs for AMB employees
    - Coordinate reviews of run reports and associated billing as appropriate
    - Receive and investigate instances of suspected compliance issues
    - Develop appropriate corrective actions
    - Prepare an Annual Compliance Review
    - Prepare proposed revisions to the Compliance Plan
    - Provide other assistance as directed by the CEO of AMB

The AMB Compliance plan in its entirety will cover items as listed below:

- Code of Conduct
- Billing Policy
- Business Relationships
- Education and Training
- Monitoring
- Reporting Compliance Issues
- Investigating Compliance Issues
- Excluded Persons Policy
- Corrective Action Plans
- Annual Compliance Review
- Annual Report
- Revisions to the Compliance Plan

Balance Billing Policy

AMB complies with applicable state and federal health insurance laws with regards to balance billing. AMB will not violate any current provider health insurance contract that prohibits balance billing of the patient when payment is issued by the contracted carrier that is equal to the provider contracted payment amount.

Appropriate patient billing will occur for any and all patients, including Medicare, Medicaid, HMOs, contracted insurance and contracted facilities, and the amounts applied will be determined by the patient's health insurance company as the patient's deductible, co-pay, or co-insurance. Patients with non-participating providers may be balance billed.

Billing Policy

AMB adheres to its billing procedures in accordance with HIPAA, nationally recognized standards, and federal and state laws. AMB submits accurate and complete insurance claims; supports continuous training of all staff; maintains complete financial records to fulfill requirements set forth by AMB policies and procedures, as well as applicable federal and state laws and regulations.

The Compliance Officer shall be responsible for ensuring that policies are disseminated and understood by billing personnel. To accomplish that objective, the Compliance Officer will work with employees and other individuals to ensure that there is a systematic and ongoing training program that enhances and maintains awareness of company policies. All training materials directed to billing or other regulatory compliance issues will be submitted to the Compliance Officer for review.

Specific basic training will be provided on an annual basis to AMB employees on the following topics:

- Specific government and private payer reimbursement principles
- Prohibitions of making payment for referrals
- Anti-kickback statutes
- Correct use of provider identification numbers
- Correct coding and billing practices, including proper translation of narrative diagnosis to ICD-10 codes
- Proper documentation of services rendered
- Signing a form for a physician

- Medicare as a secondary payer and other coordination of benefits issues
- Overpayment/credit balance reporting
- Rules about waiver of deductibles and co-payments
- Reassignment issues
- Appropriate use of modifiers
- Correct coding initiative edits
- Unbundling
- Rules about balance billing
- Confidentiality of client and company's records
- Duty and method in which to report misconduct
- Importance of maintaining the integrity of computer data and respecting established security parameters

All billing personnel should participate in training about compliance issues and the Compliance Officer shall keep a documented program to prove and signify that such training's have occurred.

Code of Ethics and Conduct

AMB follows the Code of Ethics as defined by the Healthcare Billing and Management Association (HBMA):

- Exercise sensitive professional and moral judgment in all business activities.
- Act in a way that will honor the public interest and demonstrate a commitment to professionalism and competence.
- Perform all business activities with the highest sense of integrity.
- Maintain objectivity and avoid any conflict of interest.
- Strive to improve the quality and competence of services performed through continuing education.
- Exercise care and diligence in providing services.
- Maintain confidentiality of patient and client information.
- Strive to comply with all relevant Federal, State, and Local laws and regulations.
- Refrain from making misleading or false statements about professional qualifications, experience, performance or results that can be achieved.

Computer System Integrity Policy

AMB's Chief Information Officer is responsible for ensuring that all software purchased and used by the company complies with current HIPAA Security Laws as well as software copyrights. AMB maintains and monitors computer systems to ensure that patient and provider information is protected. System access is limited to persons authorized and levels of security are limited according to the user's role.

To ensure and maintain the accuracy and integrity of electronic data systems used for claims submission, collections, credit balances, provider information and other relevant information, AMB:

- Ensures that all data is backed up on a regular basis.
- Ensures that regularly scheduled virus checks are performed.

- Ensures that data is protected against unauthorized access or disclosure by limiting access to data system.

Confidentiality of Information and Records Policy
AMB maintains the privacy and confidentiality of information entrusted to us in accordance with legal and ethical standards.

- AMB respects the privacy of our clients' patients, co-workers, and customers through procedures that safeguard patient, employee, and customer information from damage. We protect the privacy of patients' health records according to state, federal and accreditation requirements.
- AMB maintains medical and business documents in accordance with HIPAA and other applicable guidelines.
- AMB only discloses medical, clinical or business information when such information is related to treatment, payment or operations. AMB provides specialized training to employees pertaining to personal health information (PHI) as it pertains to their particular job function.
- Patient and client information is safeguarded by maintaining protected and access-restricted computer systems.
- Patient and client records are retained in accordance with the law and service-specific records retention policy.
    - Medical and business documents including paper documents such as letters and correspondence and computer information, including e-mail.

Duplicate Billing Policy
Duplicate billing is when there is more than one claim for the same service provided by the same provider, or a claim is submitted to more than one primary payor at the same time. AMB has both automated and manual procedures in place that strive to eliminate duplicate billing.

In the event that a claim is denied as a duplicate, AMB staff reviews the claim and takes the appropriate action.

Medical Necessity Policy
AMB adheres to the Medicare rule for payment of services that are deemed medically necessary and reasonable for the condition of the patient. Medical necessity is established when the patient's condition, at the time of transport, is such that the use of any other method of transportation is contraindicated (MCM 2120.2). If other modes of transportation (such as automobile, taxi, wheelchair van, invalid coach, bus, etc.) could have been used without endangering the patient's health, AMB cannot submit claims for reimbursement.

It is important to note that the presence of a physician's order or "PCS" for a transport by ambulance does not necessarily prove (or disprove) whether the transport was medically necessary. The ambulance service must meet all program coverage criteria in order for payment to be made. Lastly, the ambulance transport must be medical necessary or must be made to obtain a Medicare covered service, or return from such a service.

AMB staff submits claims when there is appropriate clinical documentation to support fully the claim and when the documentation fulfills the applicable requirements for medical necessity. Should any question arise regarding the "medical necessity" of a service, adequate documentation is obtained in order to review the medical necessity of the service prior to being submitted for reimbursement. AMB's stance on "bed-confinement" is no different than Medicare's stance:

> *The term "bed confined" is not synonymous with "bed rest" or "non-ambulatory". Bed – Confinement, by itself, is neither sufficient nor is it necessary to determine the coverage for Medicare ambulance benefits."*

Mileage beyond the Closest Facility Policy

AMB complies with Medicare guidelines, and utilizes procedure code A0888, Non-Covered Ambulance Mileage, when the reason for the ambulance trip is not covered by Medicare. Procedure code A0888 is a non-covered service and therefore, not payable by Medicare. Procedure code A0888 is used when Medicare payment is not expected for the mileage based on Medicare coverage guidelines.

Medicare pays for mileage to the nearest appropriate facility. The nearest appropriate facility is defined as the nearest facility able to treat the patient, has a bed available and required staff. Medically necessary transport services to the nearest appropriate facility are billed with ground ambulance mileage procedure code A0425. For claims with patients taken to a facility farther away, AMB will request additional documentation from the ambulance provider.

Multiple Patients in one Vehicle Transports Policy

AMB complies with the Medicare guidelines for ambulance providers transporting multiple patients simultaneously in a single vehicle. Charges filed are submitted with modifier GM with the ambulance service code, and the mileage code for multiple patient trips on claims for each patient involved in the multiple transport. In addition, the claim includes documentation with the specifics of the multiple transports, the charge applicable for the appropriate service to each patient, and the total mileage of the trip.

Overpayments/Underpayments Policy

Payments of amounts that exceed the provider's billed usual and customary charges must be returned to the entity that caused the overpayment. It is AMB's policy to refund all credit balances in a timely and appropriate manner and in accordance with CMS directives. AMB provides routine audits for credit balances in order to handle them efficiently.

If an underpayment is discovered, AMB would initiate an appeal of the claim for reconsideration.

Unbundling Policy

Unbundling is the practice of billing separately for procedures that are normally covered under a single fee. AMB complies with Medicare guidelines and bills bundled charges as appropriate. Additional documentation must be provided for providers requesting to charge separately.

Upcoding Policy
AMB employs Certified Ambulance Coders (CAC) to ensure that ambulance charges are compliant with legal and ethical standards. Upcoding is defined as charging for a more complex service than was is performed. AMB coders are trained to utilize the appropriate medical documentation to determine the appropriate charge.

Use of Modifiers Policy
AMB's certified coders are trained to use any and all appropriate CPT and HCPCS modifiers as approved by the American Medical Association and the Center for Medicare and Medicaid Services. AMB coders use the appropriate modifiers to report services as required.

Monitoring, Testing and Auditing
All **summary** policies noted above are regularly monitored, tested and/or audited in accordance to a strict schedule as determined by our Chief Compliance Officer and in accordance with all OIG recommendations and/or industry recommendations. AMB will provide a copy of the schedule upon contract execution and will require the Client to provide a copy of their specific monitoring, testing and auditing requirements. Should it be determined the Client's required schedule is grossly in excess of the AMB schedule, AMB is willing to comply with the Client schedule but additional fees and/or charges may apply.

Auditing Determinations
AMB will maintain the appropriate detailed logs and results of all monitoring, testing and auditing events. AMB will not report zero outcomes or determinations to our Client base. AMB will immediately report to Client any outcome or determination of any monitoring, testing or auditing event where the results of the event exceed an agreed upon threshold. The thresholds will be determined at contract execution.

SSAE16 AND HIPAA HITECH AUDITS

As an additional compliance measure, AMB retains an independent agency, Elliott Davis Decosimo Certified Public Accountants, to complete a SSAE-16 compliance audit of our organization. These audits are performed annually and the audit report from this year's audit is included on the following pages. The results were favorable and there were no exceptions or errors found in the audit.

A copy of the auditor's report is included below.

elliott davis decosimo

Independent Service Auditor's Report

To the Management of Ambulance Medical Billing:

Scope

We have examined Ambulance Medical Billing's ("AMB" or the "Company") description of its ambulance medical billing and accounts receivable management system for processing user entities' transactions throughout the period April 1, 2014 to April 15, 2015 (the "Description") and the suitability of the design and operating effectiveness of controls to achieve the related control objectives stated in the Description. The Description indicates that certain control objectives specified in the Description can be achieved only if complementary user entity controls contemplated in the design of the Company's controls are suitably designed and operating effectively, along with related controls at the service organization. We have not evaluated the suitability of the design or operating effectiveness of such complementary user entity controls.

AMB uses JefBar Systems' applications for various collection and filing processes. AMB's control objectives and related controls, which are listed in Section Four of this report, include only the control objectives and related controls of the Company and exclude the control objectives and related controls of the subservice organization. Our examination did not extend to the controls of the subservice organization.

Service Organization's Responsibilities

In Section Two of this report, AMB has provided an assertion about the fairness of the presentation of the Description and suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the Description. The Company is responsible for preparing the Description and for the assertion, including the completeness, accuracy, and method of presentation of the Description and the assertion, providing the services covered by the Description, specifying the control objectives and stating them in the Description, identifying the risks that threaten the achievement of the control objectives, selecting the criteria, and designing, implementing, and documenting controls to achieve the related control objectives stated in the Description.

Service Auditors' Responsibilities

Our responsibility is to express an opinion on the fairness of the presentation of the Description and on the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the Description, based on our examination. We conducted our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform our examination to obtain reasonable

assurance about whether, in all material respects, the Description is fairly presented and the controls were suitably designed and operating effectively to achieve the related control objectives stated in the Description throughout the period April 1, 2014 to April 15, 2015.

An examination of a description of a service organization's system and the suitability of the design and operating effectiveness of the service organization's controls to achieve the related control objectives stated in the description involves performing procedures to obtain evidence about the fairness of the presentation of the description and the suitability of the design and operating effectiveness of those controls to achieve the related control objectives stated in the description. Our procedures included assessing the risks that the Description is not fairly presented and that the controls were not suitably designed or operating effectively to achieve the related control objectives stated in the Description. Our procedures also included testing the operating effectiveness of those controls that we consider necessary to provide reasonable assurance that the related control objectives stated in the Description were achieved. An examination engagement of this type also includes evaluating the overall presentation of the Description and the suitability of the control objectives stated therein, and the suitability of the criteria specified by the service organization and described in management's assertion in Section Two of this report. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Inherent Limitations

Because of their nature, controls at a service organization may not prevent, or detect and correct, all errors or omissions in the Company's controls. Also, the projection to the future of any evaluation of the fairness of the presentation of the Description, or conclusions about the suitability of the design or operating effectiveness of the controls to achieve the related control objectives, is subject to the risk that controls at a service organization may become inadequate or fail.

Opinion

In our opinion, in all material respects, based on the criteria described in the Company's assertion in Section Two of this report:

a. The Description fairly presents the controls for the ambulance medical billing and accounts receivable management system that was designed and implemented throughout the period April 1, 2014 to April 15, 2015.

b. The controls related to the control objectives stated in the Description were suitably designed to provide reasonable assurance that the control objectives would be achieved if the controls operated effectively throughout the period April 1, 2014 to April 15, 2015 and user entities applied the complementary user entity controls contemplated in the design of the Company's controls throughout the period April 1, 2014 to April 15, 2015.

c. The controls tested, which, together with the complementary user entity controls referred to in the scope paragraph of this report, if operating effectively, were those necessary to provide reasonable assurance that the control objectives stated in the Description were achieved, operated effectively throughout the period April 1, 2014 to April 15, 2015.

Description of Tests of Controls

The specific controls tested and the nature, timing, and results of those tests are listed in Section Four of this report.

Restricted Use

This report and the description of tests of controls and results thereof in Section Four of this report are intended solely for the information and use of user entities of the Company's ambulance medical billing and accounts receivable management system during some or all of the period April 1, 2014 to April 15, 2015, and the independent auditors of such user entities, who have a sufficient understanding to consider it, along with other information including information about controls implemented by user entities themselves, when assessing the risks of material misstatements of user entities' financial statements. This report is not intended to be and should not be used by anyone other than these specified parties.

Elliott Davis Decosimo, LLC

Nashville, Tennessee
June 12, 2015

EPCR INTEGRATION

AMB is a Platinum Billing Partner with ESO Solutions.

AMB has nearly one hundred (100) clients that utilize ESO for their electronic patient care record or ePCR. The superior documentation capabilities and ease of use make it an offering catered to EMS crews and billing staff alike. AMB's relationship with ESO integrates both the ePCR software and billing component to result in the ***highest collection of cash possible***.

Other instrumental attributes offered by ESO include:

- Capability with your current hardware
- A NEMSIS Gold compliant ePCR solution
- Cardiac monitor and computer aided dispatch (CAD) interface
- Free software upgrades and lifetime technical support available 24/7/365
- A hosted software as a Service model that delivers cost-effectiveness and rapid deployment
- Web and mobile application
- Transparent costs

ESO's ePCR Solution is a modern, hosted ePCR software that is simple and intuitive, accurate, and secure. ESO's best in breed software, built by medics, for medics, represents ESO's awareness of the need for user-friendly software that prioritizes patient care while improving agency and end user productivity.

AMB will be instrumental in assisting with the coordination of your ePCR implementation.

In addition, the exclusive ability to manage NEMSIS 3 compliance is a major benefit of choosing the AMB and ESO team. We have exclusively transitioned all of our Kentucky clients to NEMSIS 3, and you can rest assured that you will be able to collect and submit NEMSIS 3 compliant data to the state.

AMB'S SUBCONTRACTORS

AMB relies on a few key subcontractors in order to provide the most effective and efficient billing services to our clients.

Passport Health provides AMB with the ability to search for health insurance information for claims received with little or no information from the patient or crews.

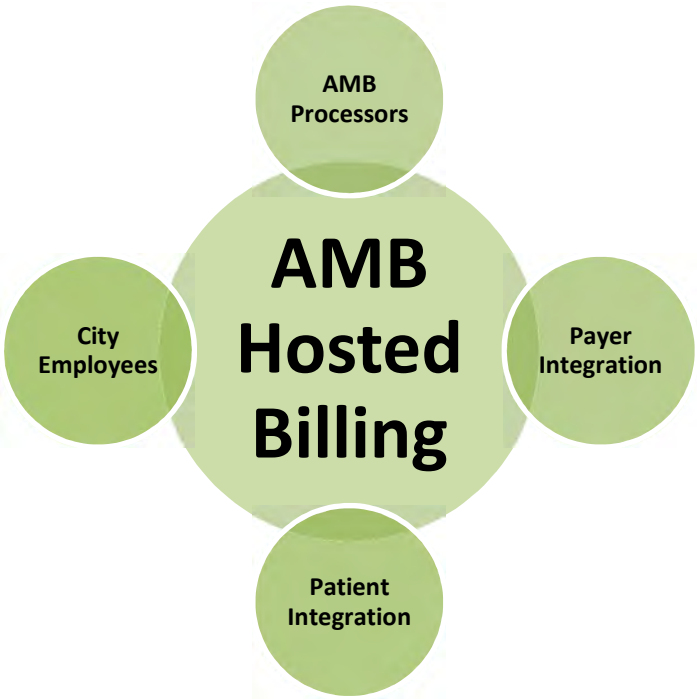
RevSpring has a long standing business relationship with AMB, and provides all of our patient statements and credit card payment processing. Each client has an assigned secure webpage that clients can access 24/7 for information and online payment.

ZirMED, a third-party clearinghouse, allows for the electronic filing of claims. This assures quick and efficient claims filing.

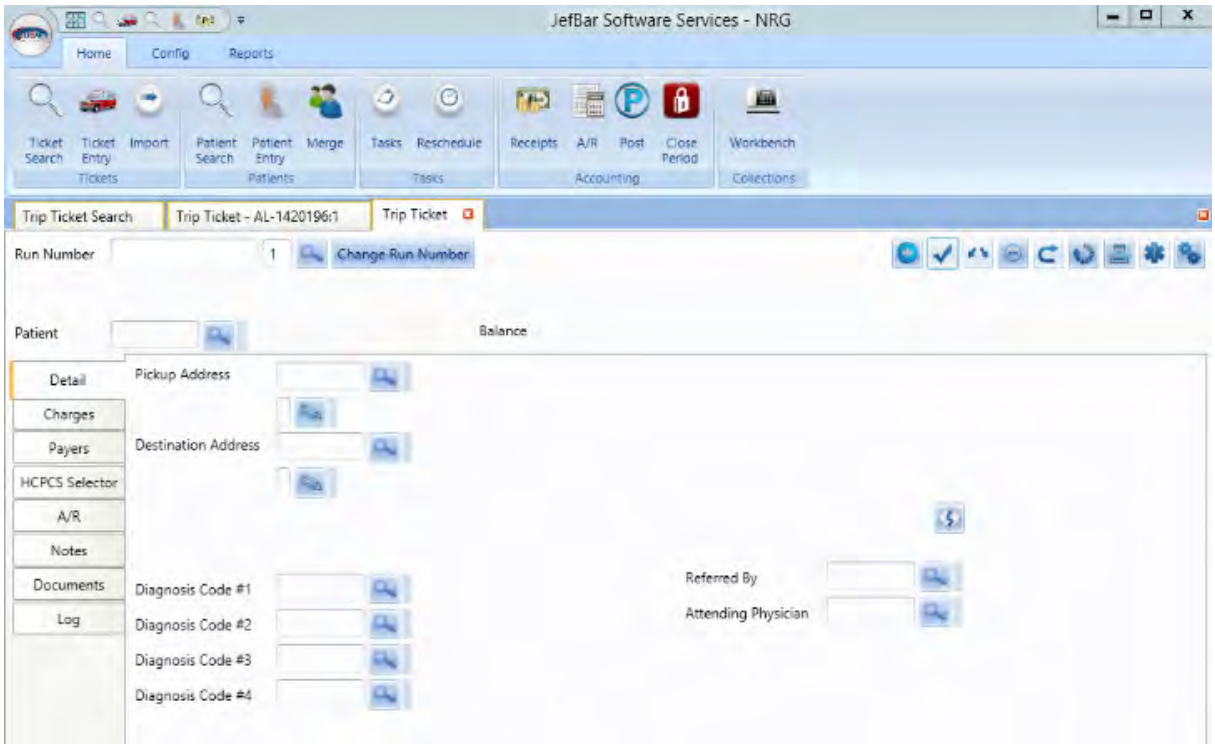
AMB
Ambulance Medical Billing

RESOURCES AND METHODOLOGY

AMB recommends full and complete access to billing as the optimal way for the City of Miramar to manage EMS billing. *AMB hosts the ESO-maintained EMS billing system in a way that allows key authorized City personnel with the same access as AMB employees*. This means that authorized staff will not only be a helpful addition to the team, but a vital part of the billing process. The staff will be able to review claims and update bills in the system with full access to patient accounts, including the ability to add notes. ***AMB is unique in this approach and has seen great success with this two-way method of billing.***



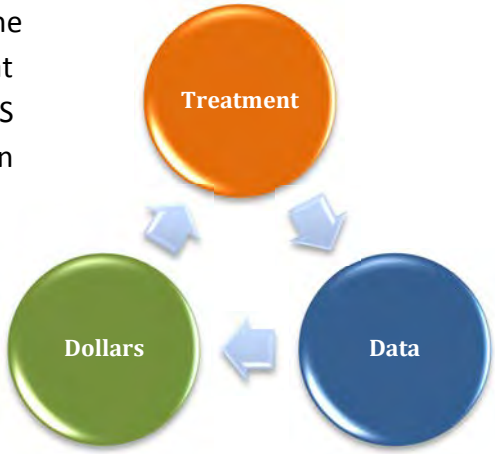
An image of AMB's is below. This system is maintained by ESO Solutions and is the premier billing system in the industry.



APPROACH AND SCOPE OF WORK

AMB's process is the foundation on which the company is built. These are the guidelines through which the AMB team achieves its success. AMB is prepared to launch the City's contract immediately with all systems, staff, integrations, and processes in place.

TREATMENT • DATA • DOLLARS – AMB'S PROCESSES AND SYSTEM



AMB understands that an important aspect of billing is that the patient receives the highest level of treatment or patient care. What this means is that AMB will work diligently to assure that City EMS crews have a streamlined set of data requirements so they can *focus on the patient in the back of the ambulance, not on documentation*. Patients come first and AMB keeps that in the forefront.

AMB will provide training to staff on how to best gather applicable and important information for billing without interfering with patient care. It is AMB's responsibility to work with the City of Miramar to identify exactly what is needed for billing. AMB will assist in obtaining any data that may be omitted by a EMT or Paramedic.

OBTAINING MISSING DATA

AMB realizes that EMS crews do not always capture all the data needed for billing. AMB understands that it is not always possible for crews to gather data perfectly every time. For that reason, AMB has a system in place to gather applicable information from other sources.

*AMB uses **Passport Health** on a daily basis to search for coverage information not obtained by the crew…*

For missing patient information, AMB has partnered with **Passport Health** to provide insurance information on a daily basis for claims that have incorrect or no billing information provided by the EMS crew. AMB also has partnered with **LexisNexis** to skip trace all missing or incorrect patient addresses and phone numbers. These processes are automated, and accounts are updated daily to assure timely filing of claims. AMB utilizes all available technology to communicate with patients including USPS NCOA databases and other similar technologies.

SECURE DATA TRANSMISSION

It is important to maintain compliance in the transmission of all EMS data. AMB will receive and send secure data and files to the City of Miramar via HP SecureMail Cloud Secure e-mail or through Secure FTP.

IMPORTING FROM ESO SOLUTIONS EPCR SOFTWARE

AMB's billing system imports all ePCR data automatically within five (5) minutes of the data being delivered by ESO Solutions ePCR Software. This interface allows for virtually instantaneous billing and synchronization between the ePCR system and the billing system. Once the PCRs are imported, the ticket is marked "New" and is ready for coding and billing.

CODING AND CLAIMS PROCESSING

An important aspect in AMB's billing system is the proper assignment of Healthcare Common Procedure Coding System (HCPCS) codes. AMB's certified coders are expertly trained, and are audited monthly to ensure claims are coded correctly. This group of coders takes the new tickets and assigns HCPC, ICD-10, and Modifier codes to each claim within forty-eight (48) hours of receipt of the data.

AMB will provide regular system updates on all coding and other processes, and will supply those to the City of Miramar. AMB will code all claims in accordance with the City's rates and billing ordinances.

100% CERTIFIED AMBULANCE CODERS

AMB only employs Certified Ambulance Coders (CACs) that are educated and trained by the National Academy of Ambulance Coding or the NAAC.

What does this means for the City of Miramar? A guarantee that one hundred percent (100%) of the City's claims will be coded by CAC coders. ***Not all billing providers can make this claim.***

AMB's workforce and business processes will assure the City that there will never be an interruption to the revenue cycle. No single AMB employee will perform all or most of the work. This provides the City with compliance assurance and process assurance.

100% of claims will be coded by CERTIFIED CODERS.*

****NOT ALL BILLING PROVIDERS CAN CLAIM THIS!***

It is AMB's belief that separation of duties and a diversified business approach is best for each client.

With Certified Coders, AMB is able to provide the utmost quality in coding and assure that AMB clients re current with all State and Federal billing regulations as soon as they are released.

During implementation, AMB's industry-leading team of coding and compliance professionals will fully document the City's business processes and work flows. AMB will utilize this documentation along with a high standard of metrics and daily audits to ensure that the process and coding outputs are accurate and within acceptable quality standards.

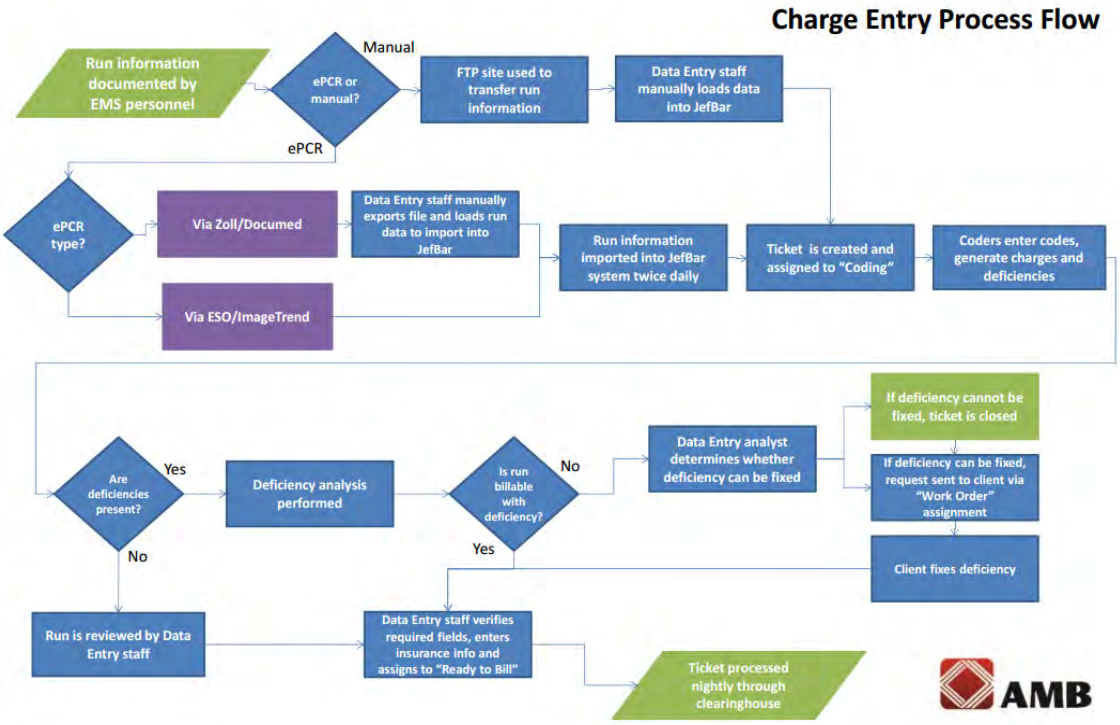
PRE-BILLING PROCESS

AMB's billing system allows for complete integration between all documents in the ESO Solutions ePCR software to the billing ticket. This means that each biller has full access to pre-screen every ticket before billing the ticket. No ticket in AMB's system can be filed to payers without the proper information on the claim. This means that the billing and coding process cannot happen without a full and complete claim, AOB signature, PCS (if applicable), and other required information.

AMB has established relationships with hospital personnel in order to obtain electronic facesheets. This exchange helps assist the pre-billing process in obtaining any necessary information that may not have been originally transmitted. AMB will coordinate with hospitals willing to help, and has the capability to interface and access a hospital's computer system.

When information is missing, AMB will obtain the information if possible, or will contact the City of Miramar. If an AOB signature, mileage, or zip code is missing, AMB will obtain the information and bill

the claim accordingly. However, if clinical or procedural information is missing, AMB will flag the account for City staff to review via a secure Client Web Portal.



ELECTRONIC FILING OF CLAIMS

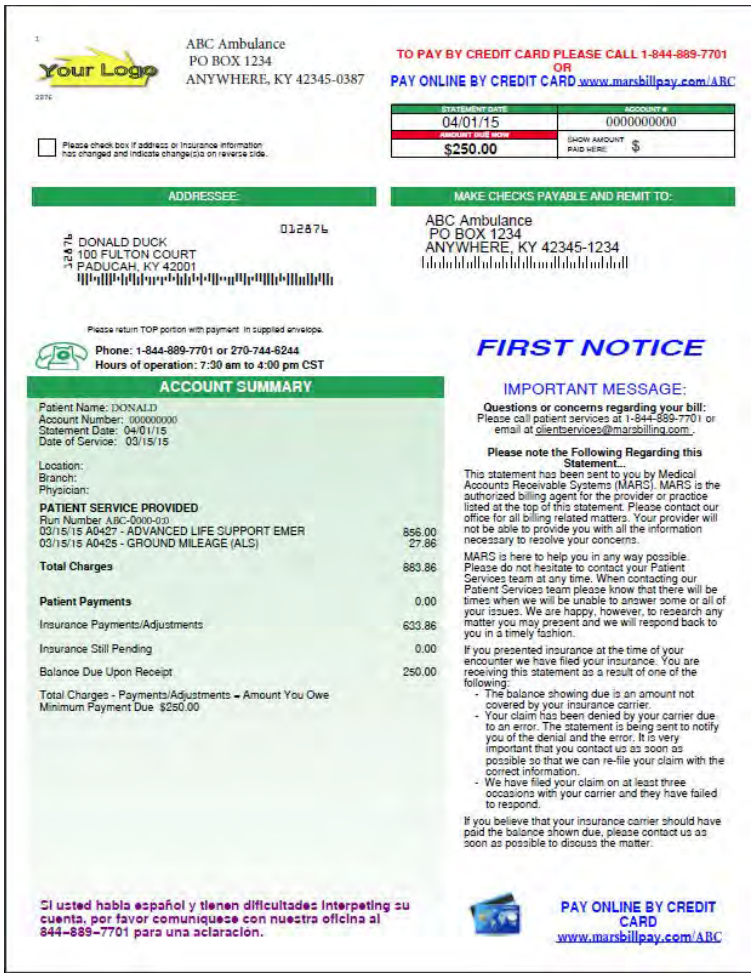
AMB utilizes ZirMED, a third-party clearinghouse that allows for the electronic filing of claims. AMB files batches of claims to Medicare, Medicaid, and all Commercial Insurance Agencies and HMOs/PPOs such as United Healthcare, BCBS, Tricare, and Cigna. What this means for the City of Miramar is that AMB will get the claim submitted to the payer within twenty-four (24) hours of data receipt and payment will be received promptly and accurately.

PATIENT INVOICING

AMB's patient invoices are considered the primary means to collect information, advise the patient of the status of their account, and request payment from the patient. Invoices are mailed at certain points during the billing process and are available 24/7 in AMB's system for authorized City employees.

AMB's first notice invoice to the patient may state that there is either no billing information or that the billing information on file is inaccurate. The patient is requested to contact AMB by phone through a toll free 800 number, mail, or online at www.marsbillpay.com to update their account information.

The second invoice to the patient may state that there has been no response from the patient and requests the information again. Each invoice that follows uses more direct, yet respectful, language requesting the patient information. As long as patients are engaged and work to close out their account, the account will remain active. AMB's goal is to have the maximum amount of patients engaged with paying their balances and accounts being closed daily.



Your Logo

ABC Ambulance
PO BOX 1234
ANYWHERE, KY 42345-0387

TO PAY BY CREDIT CARD PLEASE CALL 1-844-889-7701
OR
PAY ONLINE BY CREDIT CARD www.marsbillpay.com/ABC

STATEMENT DATE	ACCOUNT #
04/01/15	0000000000
AMOUNT DUE NOW	SHOW AMOUNT PAID HERE
$250.00	$

Please check box if address or insurance information has changed and indicate change(s) on reverse side.

ADDRESSEE:

012876
DONALD DUCK
100 FULTON COURT
PADUCAH, KY 42001

MAKE CHECKS PAYABLE AND REMIT TO:

ABC Ambulance
PO BOX 1234
ANYWHERE, KY 42345-1234

Please return TOP portion with payment in supplied envelope.

Phone: 1-844-889-7701 or 270-744-6244
Hours of operation: 7:30 am to 4:00 pm CST

ACCOUNT SUMMARY

Patient Name: DONALD
Account Number: 000000000
Statement Date: 04/01/15
Date of Service: 03/15/15

Location:
Branch:
Physician:

PATIENT SERVICE PROVIDED
Run Number ABC-0000-030

03/15/15 A0427 - ADVANCED LIFE SUPPORT EMER	856.00
03/15/15 A0425 - GROUND MILEAGE (ALS)	27.86
Total Charges	883.86
Patient Payments	0.00
Insurance Payments/Adjustments	633.86
Insurance Still Pending	0.00
Balance Due Upon Receipt	250.00

Total Charges - Payments/Adjustments = Amount You Owe
Minimum Payment Due $250.00

FIRST NOTICE

IMPORTANT MESSAGE:

Questions or concerns regarding your bill:
Please call patient services at 1-844-889-7701 or email at clientservices@marsbilling.com.

Please note the Following Regarding this Statement...
This statement has been sent to you by Medical Accounts Receivable Systems (MARS). MARS is the authorized billing agent for the provider or practice listed at the top of this statement. Please contact our office for all billing related matters. Your provider will not be able to provide you with all the information necessary to resolve your concerns.

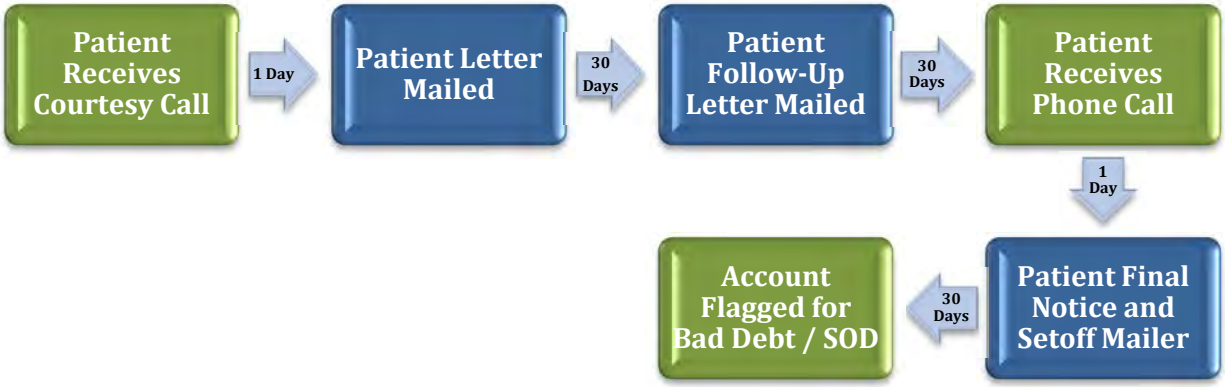
MARS is here to help you in any way possible. Please do not hesitate to contact your Patient Services team at any time. When contacting our Patient Services team please know that there will be times when we will be unable to answer some or all of your issues. We are happy, however, to research any matter you may present and we will respond back to you in a timely fashion.

If you presented insurance at the time of your encounter we have filed your insurance. You are receiving this statement as a result of one of the following:
- The balance showing due is an amount not covered by your insurance carrier.
- Your claim has been denied by your carrier due to an error. The statement is being sent to notify you of the denial and the error. It is very important that you contact us as soon as possible so that we can re-file your claim with the correct information.
- We have filed your claim on at least three occasions with your carrier and they have failed to respond.

If you believe that your insurance carrier should have paid the balance shown due, please contact us as soon as possible to discuss the matter.

Si usted habla español y tienen dificultades interpeting su cuenta, por favor comuniquese con nuestra oficina al 844-889-7701 para una aclaración.

PAY ONLINE BY CREDIT CARD
www.marsbillpay.com/ABC



PATIENT COLLECTIONS

AMB is a sister company of Credit Bureau Systems (CBS), which has over sixty (60) years of experience in maximizing cash from patients in hard-to-collect areas. What this means is that while AMB is not being contracted for bad-debt collections, AMB will use a formal process, learned from CBS, for attempting to collect on patient balances. This includes address verification with Lexis Nexis, Coverage Discovery with Passport Health to reduce the number of patient balances, and NCOA address database scrubs. As letters are being sent to patients, AMB also calls every patient to attempt to contact and work with patients who have outstanding balances. This approach ensures that as few patients as possible go to bad-debt collections.

Patients treated with professionalism and respect, while maximizing your cash

AMB currently interfaces with dozens of collection agencies, and can produce any file format needed by the City for delinquencies to a collection agency. In addition to integrating with other Collection Agencies, CBS is recommended as the collection agency for the City of Miramar. Results will be higher with an AMB / CBS partnership on this contract because both agencies will be under one roof and have a history of working seamlessly together.

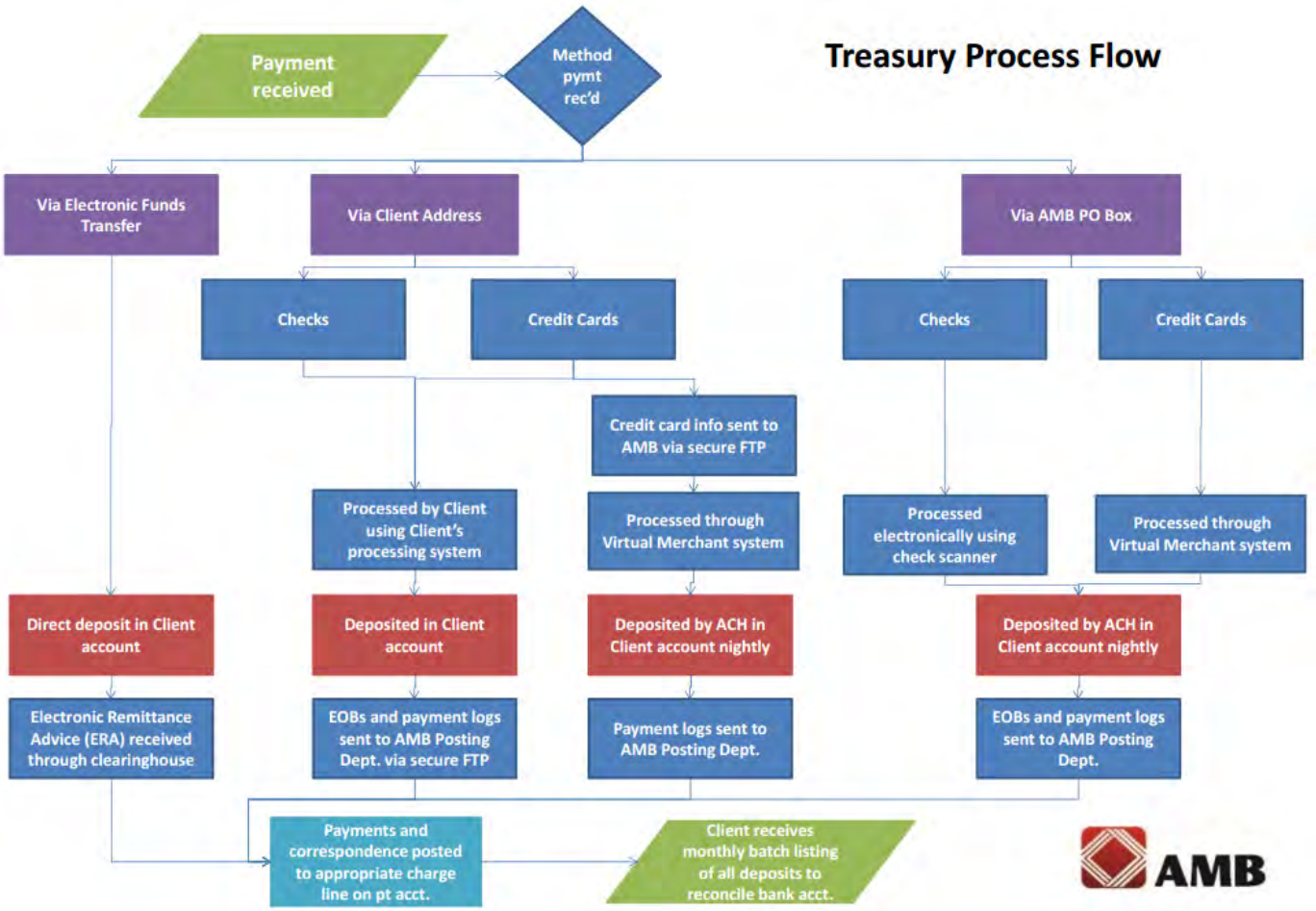
PATIENT CONTACT PHONE CALLS

AMB not only uses patient letters but also places phone calls to contact patients. When a claim is billed to a patient with no insurance coverage, the patient is contacted by phone with a courtesy call. AMB includes this service at no additional charge to the City of Miramar. While AMB makes every attempt to collect information and subsequently payment from patients, the company focuses on the patient first, not the money. AMB follows all laws in accordance with the Fair Debt Collection Practices Act and the Red Flags Rule.

RECEIPT OF PAYMENT

The ultimate goal of the billing process is to receive the appropriate payment on claims. There are a few different options to receive money. The most seamless option is with the use of a lockbox. If the City prefers traditional mail, all mail from patients and insurers may be mailed to AMB in Paducah where the money will be deposited and wired to the City on a nightly basis.

As cash is deposited into the City's bank account, AMB posts the payments within twenty four (24) hours. AMB's goal is to post every payment electronically through an electronic remittance from insurers which will process the same day payment is made. When dollars are posted to the City of Miramar accounts, AMB reconciles each day back to the date of the bank deposit. What this means is that at each month end, the dollar amount on AMB's reports ties directly to the precise amount that went into the City's bank account during the month.



ONLINE PAYMENTS

AMB's secure payment website, www.ambbillpay.com, will feature a direct link to the patient's account. This enables patients to perform three primary functions:

(1) Submit credit card or check payments;
(2) Ask questions; and
(3) Update account information.

AMB provides patients with the ability to submit payments online through its free patient website.

In order to comply with HIPAA regulations, only certain information is available through this secure portal.

PAYMENT PLANS

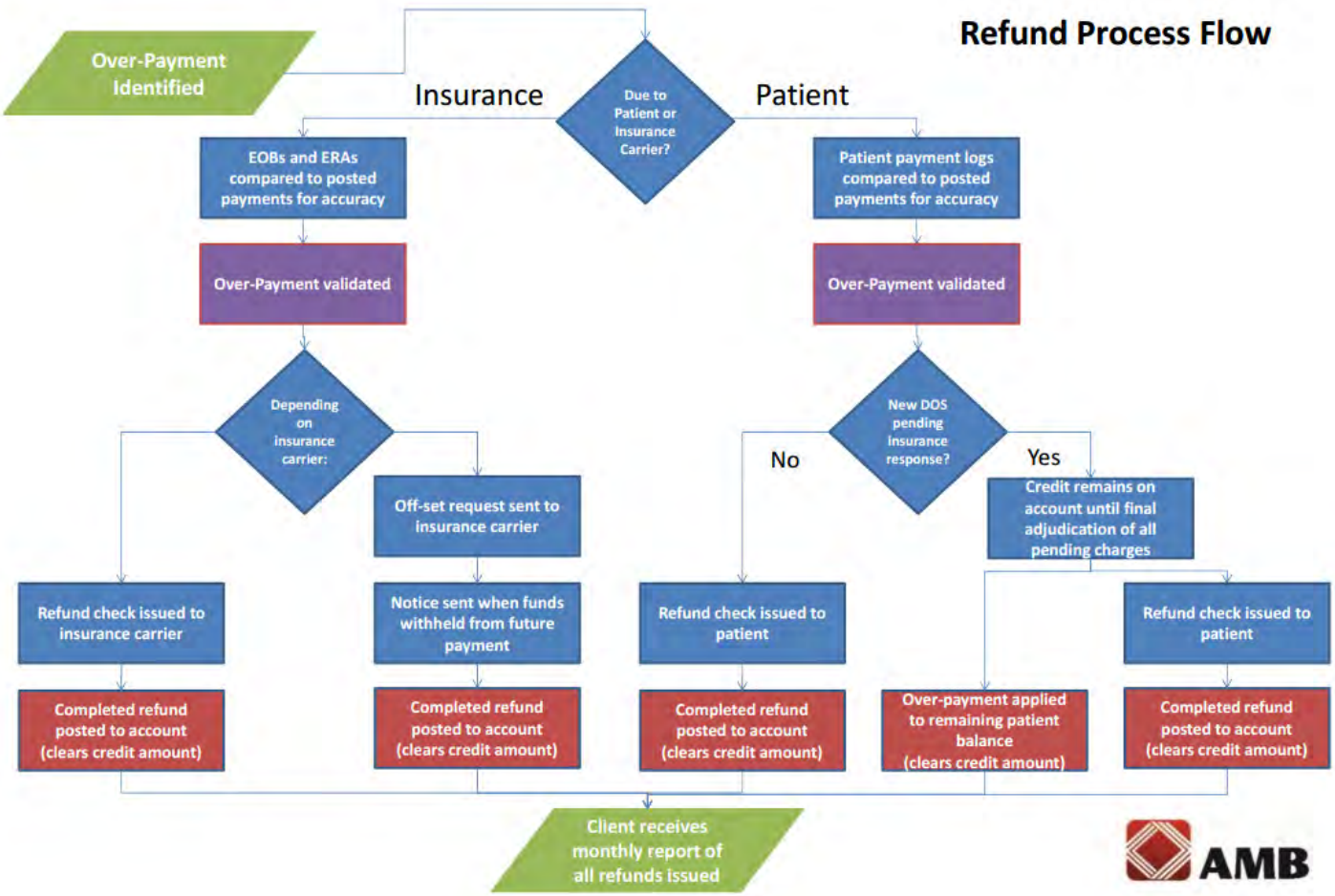
AMB will establish payment plan rules with the City of Miramar and present patients with options according to those rules. Historically, AMB has allowed patients to make a series of continuous payments, and believes that this practice is advantageous to patients and the City of Miramar. As long as patients are engaged and working with AMB, the process will continue and AMB will do everything possible to meet the patient's needs while at the same time, collecting the revenue.

CUSTOMER SERVICE CENTER

AMB's Customer Service Center is state-of-the-art and maintains an average hold time of less than twenty seconds. The City's patients will be provided with a toll-free phone number for direct access to AMB's customer service team. The customer service center is open from 7:00 AM to 4:30 PM Central Daylight Time, Monday through Friday and will meet any City requirements regarding hours of operation.

REFUND PROCESSING

Refunds are a natural result of A/R management, and AMB will work to minimize refunds for the City of Miramar. When refunds occur, AMB will provide the City of Miramar with a complete refund packet following the month-end reports. This refund packet will include supplemental documentation from every refund in the monthly reports so that the City of Miramar will have all information needed to process the refunds. AMB will be able to answer any questions that arise from the information in the refund packet.



ONLINE ACCOUNT ACCESS

AMB's billing system incorporates an online claim lookup and processing function. This system will allow the City of Miramar access to accounts 24/7 and will allow authorized staff to see all work that AMB performs. Because the system is web-based, no software install is necessary and the City of Miramar can access the secure system from any web browser.

TRAINING

Compliance begins when the call to 911 is made. AMB will ensure that all aspects of patient encounters in relation to billing, from the 911 call to the claim being paid in full, are performed in a compliant manner.

AMB will provide all documents and a specialized trainer to work with the City of Miramar employees as often as needed. AMB's trainers are current EMS service directors, who contract with AMB to share their expertise with other services and work to develop best practices. Training will begin with the new contract and a full regimen of training for all authorized administrative and field staff. All training is included and AMB will come on-site to train crews as often as requested.

AMB's training for the City of Miramar staff and crew will include but is not limited to:

- ✓ HIPAA Compliance
- ✓ CMS Compliance
- ✓ Red Flag Rule Compliance
- ✓ Billing Best Practices
- ✓ Signature Compliance
- ✓ Medical Necessity
- ✓ Documentation and Forms
- ✓ ePCR-specific training
- ✓ Any other training as needed

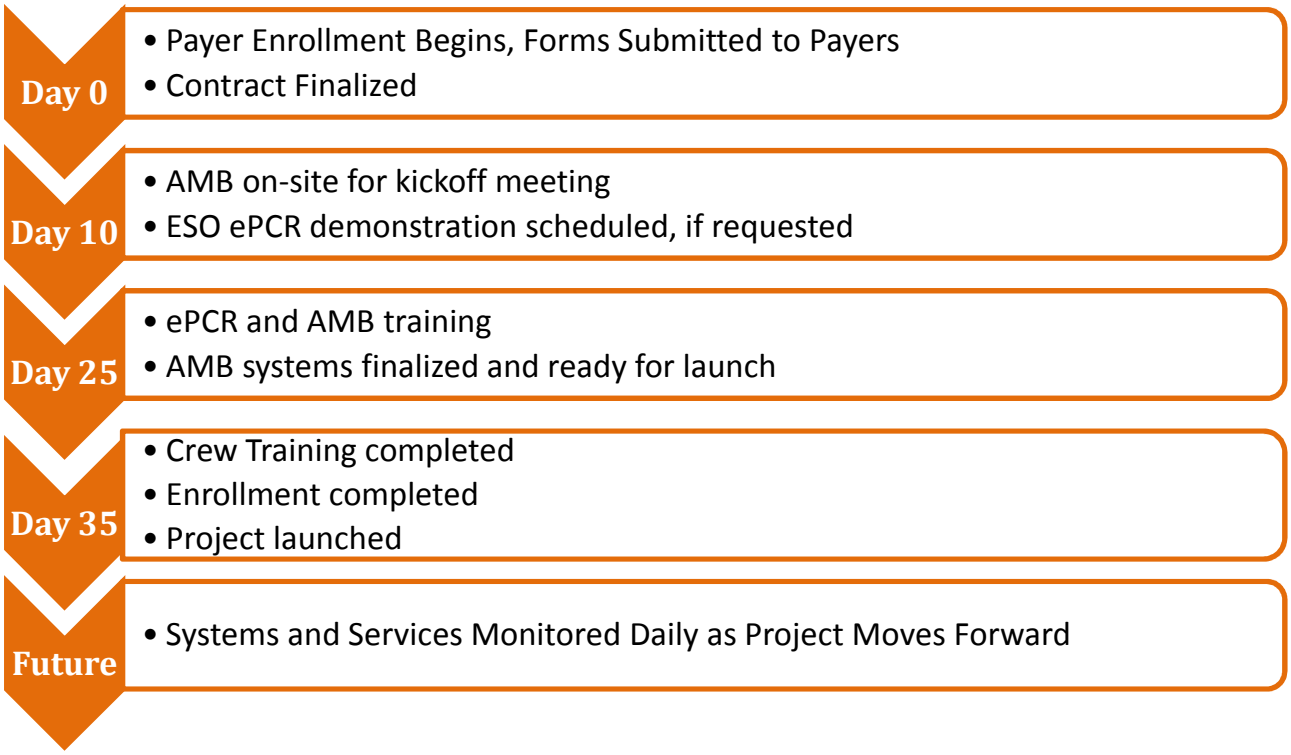
AMB'S FULL-TIME TRAINER HAS OVER 24 YEARS IN EMS:

AN INDUSTRY EXPERT.

IMPLEMENTATION TIMELINE FOR START DATE

AMB has a full-time Director of Client Implementation who will ensure that all forms and enrollment paperwork is completed on a timely basis for the City of Miramar. The full enrollment process takes approximately thirty-five (35) days. Contract commencement can begin during this time. AMB will communicate with the City of Miramar on a daily basis during implementation, and guarantees a smooth and successful implementation. AMB will also make recommendations to the City of Miramar for changes in processes to ensure a smooth transition, improved results and patient care data, and better compliance with regulations.

While the enrollment process with Medicare takes thirty-five (35) days, the project can launch within seven (7) days of contract award. AMB has met this requirement many times and can do so for the City. For the first month after the contract begins, Medicare may not process payments due to the submitter ID enrollment not being completed, however large initial payments will begin as soon as Medicare enrollment is completed, and will date back to the contract start date.



REPORTING FOR THE CITY

AMB has reviewed and can meet all the reporting requirements defined in the RFP. AMB has over twenty (20) years of experience in data gathering and analysis, and has a full-time, in-house software development staff that can write, design, and reproduce any report requested by the City of Miramar. These can be provided on a daily, weekly, or monthly basis through AMB's secure FTP site or web-based application.

There is no limit to the number, complexity, frequency, or format of the reports that can be provided.

As we launch the new contract, AMB will meet with the City and share examples of reports that many of our clients find helpful in EMS management, including patient care data. The City of Miramar can edit, change, or create any report, and AMB will schedule these reports to be delivered on any timetable desired. Reports will be automated and placed on AMB's secure client portal for authorized City personnel to retrieve. If requested, these reports will be securely emailed to the City of Miramar via secure email and can be sent to any authorized City employee.

NO LIMIT OF REPORTS

A sample of all requested reports from the RFP is included with this proposal. All AMB reports and accounting practices follow Generally Accepted Accounting Principles. Most standard AMB reports are typically generated using Adobe Portable Document Format to retain the integrity of the original data. However, AMB will accommodate any request from the City regarding specific formats such as Microsoft Excel, Word, Access or otherwise.

DASHBOARD, REPORTING, AND SAMPLES

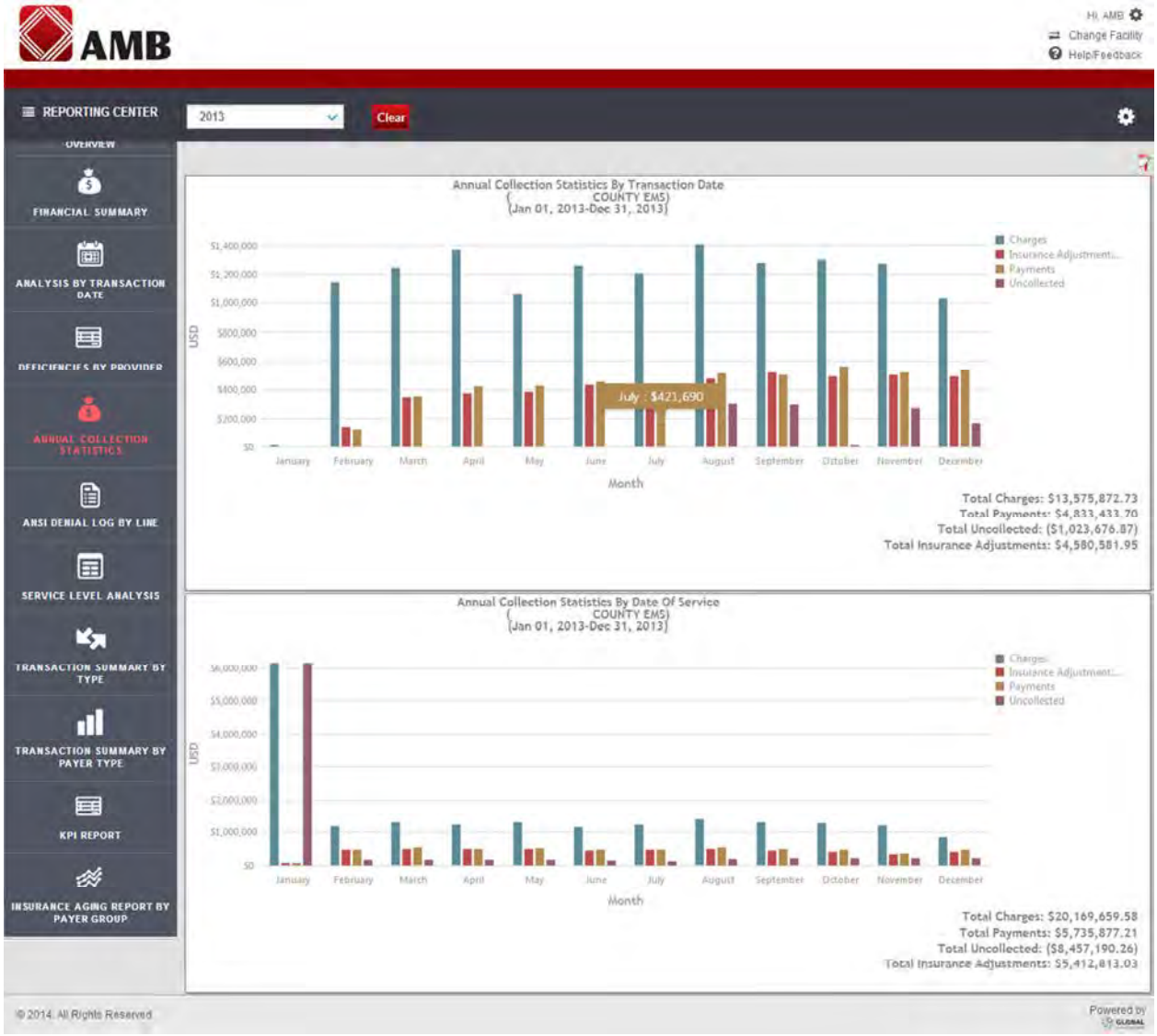
AMB exclusively provides **real-time data dashboards** accessible 24/7 through a secure web portal and through a free **Dashboard App for any mobile device**, downloadable from the Apple App Store. AMB developed this proprietary **Ambulance Dashboard Revenue System or "ADRS"** tool that allows the City of Miramar to view multiple data points of interest in easy-to-read charts and graphs on a smart device. The real-time information means that the City of Miramar will see every dollar as it is posted throughout the day.

Overview – Provides information on current financial productivity of the City in the recent past. Components include:

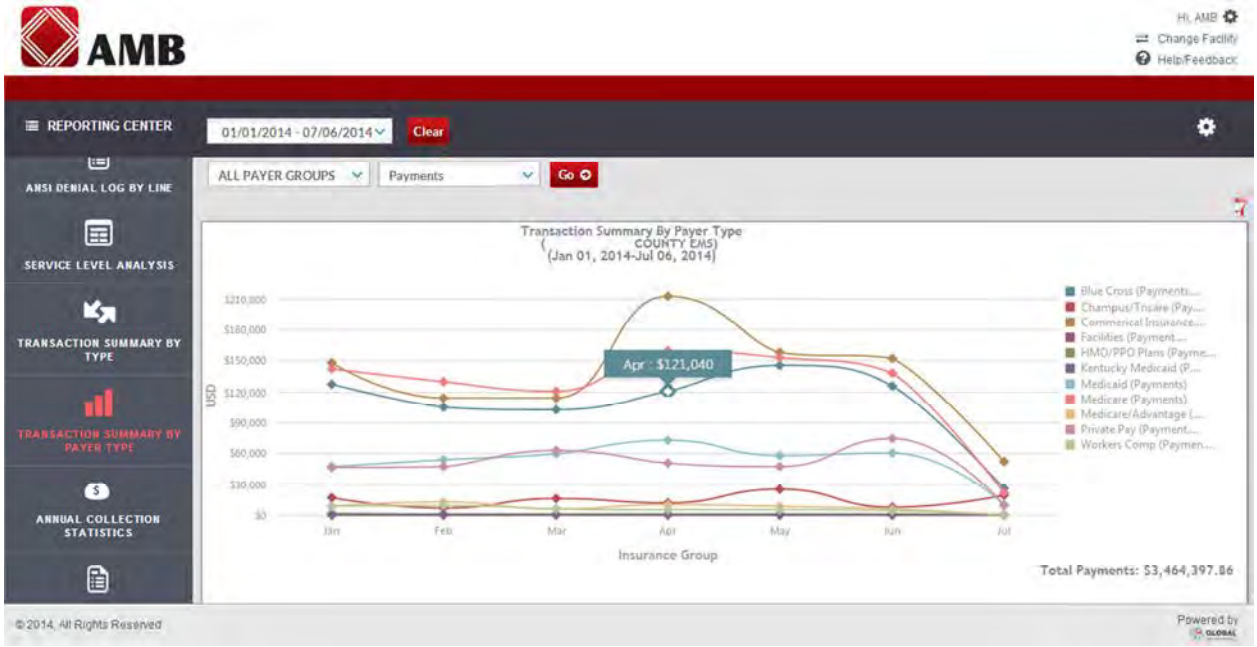
- First Row: Charges per Run, Days in A/R, Miles per Transport, Revenue Per Run
- Second Row: Sum of Charges, Payments, Adjustments and total Transports
- Third Row: Charges, Payments, Adjustments and Ending A/R in a graphical format
- Fourth Row: Gross Revenue Mix and Gross Deficiencies
- Fifth Row: Dates of Service compared to Date of Billing

Financial Analysis by Transaction Date - Charges, Payments and Adjustments over any specified month of service. Highlighting graphical nodes provides specific values associated with that date.

Annual Collection Statistics - This report shows Charges, Adjustments, Payments and Outstanding A/R by BOTH Transaction Date and Date of Service. Hovering over any given month provides detailed figures on that subset of data.



Transaction Type Summary by Payer Type – Allows comparison of Payments and/or Adjustments by any combination of Payer Types over any specified date range.



Insurance Aging by Payer Group – Allows the City to specify any target date and provides information regarding Aged Payment totals by any combination of Payer Types selected.

The following sample reports are examples of the financials that the City will receive at the close of each month. These reports are standard for all AMB clients; however customized information and reports are available upon request.

Report thru Date: 06/30/11

Date Report Run: 12/16/12

AGED ACCOUNTS RECEIVABLE

Remaining Amount	0
Cut Off Date	06/30/2010
Company	Alto Ambulance

Patient	Patient Name	Cur	31-60	61-90	91-120	121+ Days	Total	Last Patient Statement	Current Payer
2048262	Abeyta , Solomon	$0.00	$0.00	$0.00	$0.00	($250.00)	($250.00)		Medicare
2048253	Armendariz , Francisco	$0.00	$0.00	$0.00	$0.00	$2,458.25	$2,458.25	07/16/11	Medicare
2048259	Buries , Darlene	$0.00	$0.00	$0.00	$0.00	$279.00	$279.00		Blue Cross
2048258	Cereghino , Evelyn	$0.00	$0.00	$0.00	$0.00	$240.05	$240.05		Medicare
2048261	Copeland , Eva	$0.00	$0.00	$0.00	$0.00	$709.50	$709.50		Medicare
2048256	Holliday , Joseph	$0.00	$0.00	$0.00	$0.00	$1,721.15	$1,721.15		Medicare
2048257	Hoose , Alexander	$0.00	$0.00	$0.00	$0.00	$3,943.75	$3,943.75		Aetna
2048269	Jolls , Lewis	$0.00	$0.00	$0.00	$0.00	$27.25	$27.25	05/14/11	Medicare
2048264	Potter , Ruth	$0.00	$0.00	$0.00	$0.00	$1,600.25	$1,600.25		Kaiser Permanente Nor Cal
2048260	Quinonez , Paulina	$0.00	$0.00	$0.00	$0.00	$1,220.00	$1,220.00	11/09/10	Medicare
2048270	Sherman , Lorriane	$0.00	$0.00	$0.00	$0.00	$2,115.00	$2,115.00		Blue Cross
2048251	Turner , Krystal	$1,843.85	$0.00	$0.00	$0.00	$0.00	$1,843.85	07/14/11	Patient Pay
2048267	Zbin , Thomas	$0.00	$0.00	$0.00	$0.00	$1,204.00	$1,204.00		Medicare
Total AR Due:		**$1,843.85**	**$0.00**	**$0.00**	**$0.00**	**$15,268.20**	**$17,112.05**		
		11 %	**0 %**	**0 %**	**0 %**	**89 %**			

		Revenue by Payer Group and Charge Zone					
Payer Group/Charge Zone			**nres**	**nrura**	**res**	**rural**	***Total***
	Invoice	$620.00					$620.00
	Payment	$0.00					$0.00
MCAID	Invoice	$4,932.25					$4,932.25
	Payment	($3,670.00)					($3,670.00)
MCAL	Invoice	$2,626.00					$2,626.00
	Payment	($1,250.00)					($1,250.00)
MCARE	Invoice	$15,909.35	$1,731.15	$1,607.50		$1,320.00	$20,568.00
	Payment	($5,910.25)	($1,285.75)	($1,057.50)		($150.00)	($8,403.50)
PAT	Invoice	$825.00			$1,843.85	$1,682.50	$4,351.35
	Payment	($50.00)			$0.00	($1,200.00)	($1,250.00)
PINS	Invoice	$27,644.75					$27,644.75
	Payment	($8,254.25)					($8,254.25)
Total	Invoice	$52,557.35	$1,731.15	$1,607.50	$1,843.85	$3,002.50	$60,742.35
	Payment	($19,134.50)	($1,285.75)	($1,057.50)	$0.00	($1,350.00)	($22,827.75)

	CONTRACTUALS BY FINANCIAL CLASS				
Class / Charge Zone		**nres**	**nrura**	**rural**	***Total***
MCARE Write Offs	($895.00)	($455.40)	($25.00)		***($1,375.40)***
Write Off	($15,029.00)		($400.00)	($482.50)	***($15,911.50)***
Total	***($15,924.00)***	***($455.40)***	***($425.00)***	***($482.50)***	***($17,286.90)***

	OTHERS BY FINANCIAL CLASS		
Class / Charge Zone		**rural**	***Total***
Credit	($200.00)		***($200.00)***
Deny Charges	($375.00)		***($375.00)***
Refund		$100.00	***$100.00***
Total	***($575.00)***	***$100.00***	***($475.00)***

4/9/2012

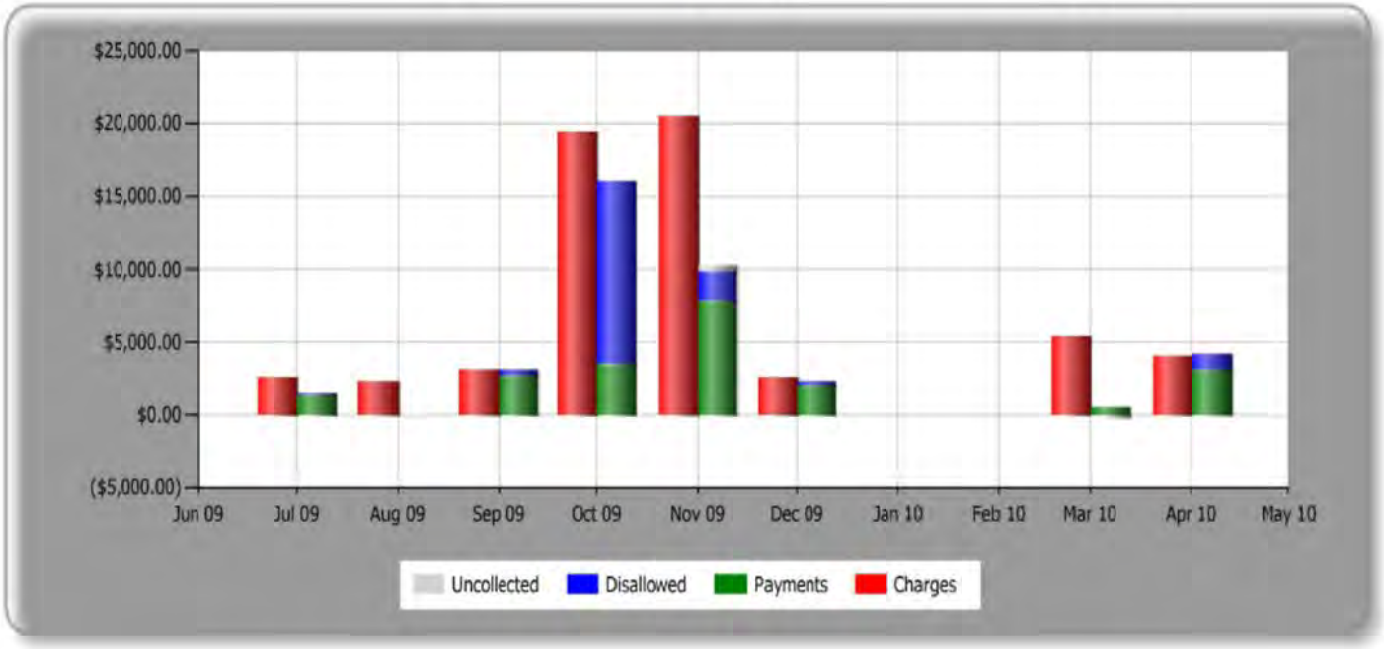
Baker Ambulance

ANNUAL COLLECTION STATISTICS

Date Of Service	07/01/2009
Date Of Service	06/30/2010
Provider	Baker Ambulance

Month	Tickets	Charges	Payments	%	Disallowed	%	Uncollected	%	Pending	%
Jul 09	2	2,631.25	-1,427.25	54 %	-20.00	1 %	0.00	0 %	1,184.00	45 %
Aug 09	2	2,259.25	0.00	0 %	0.00	0 %	0.00	0 %	2,259.25	100 %
Sep 09	2	3,116.75	-2,691.25	86 %	-425.00	14 %	0.00	0 %	0.50	0 %
Oct 09	3	19,455.00	-3,498.00	18 %	-12,479.00	64 %	0.00	0 %	3,478.00	18 %
Nov 09	16	20,589.74	-7,913.00	38 %	-2,072.90	10 %	-375.00	0 %	10,228.84	50 %
Dec 09	2	2,582.40	-2,078.40	80 %	-229.00	9 %	0.00	0 %	275.00	11 %
Mar 10	4	5,502.25	-520.00	9 %	0.00	0 %	100.00	0 %	5,082.25	92 %
Apr 10	1	4,035.00	-3,185.00	79 %	-1,000.00	25 %	0.00	0 %	-150.00	-4 %
		60,171.64	-21,312.90		-16,225.90		-275.00		22,357.84	

All amounts shown relate directly to each month's charges. They will not reconcile to monthly deposit reports



AMB
Ambulance Medical Billing

Sample Clinic
Financial Summary - 01/01/13 to 05/31/13

	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Totals
Beginning AR	$0.00	$0.00	$0.00	$91,995.02	$235,247.90	$0.00
Charges	$0.00	$0.00	$93,703.80	$158,436.05	$120,138.70	$372,278.55
Contractual Adjustments	$0.00	$0.00	($867.50)	($6,639.12)	($43,757.61)	($51,264.23)
Gross Net Charges	$0.00	$0.00	$92,836.30	$151,796.93	$76,381.09	$321,014.32
Courtesy Discounts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Bad Debt Write Off	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Bankruptcy	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Misc Adjustments	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Adjusted Charges	$0.00	$0.00	$92,836.30	$151,796.93	$76,381.09	$321,014.32
Insurance Refunds	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Patient Refunds	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Returned Checks	$0.00	$0.00	$0.00	$0.00	$71.36	$71.36
Total Refunds	$0.00	$0.00	$0.00	$0.00	$71.36	$71.36
Insurance Payments	$0.00	$0.00	($841.28)	($6,406.57)	($48,779.17)	($56,027.02)
Patient Payments	$0.00	$0.00	$0.00	($2,137.48)	($1,182.12)	($3,319.60)
Bad Debt Recovery	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Payments	$0.00	$0.00	($841.28)	($8,544.05)	($49,961.29)	($59,346.62)
Net Payments	$0.00	$0.00	($841.28)	($8,544.05)	($49,961.29)	($59,346.62)
Ending A/R	$0.00	$0.00	$91,995.02	$235,247.90	$261,739.06	$261,739.06
COLLECTIONS ACTIVITY						
Beginning Collections	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Accounts Sent to Collections	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Adjustments	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Bad Debt Recovery	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Ending Collections	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OPERATING RATIOS						
Total # of Claims Filed	0	0	55	181	303	539
Total Lines Filed on Claims	0	0	110	359	602	1,071
Runs	0	0	131	216	170	517
Denials (# of Lines)	0	0	4	16	51	71
Clean Claim Percentage	0.00 %	0.00 %	96.36 %	95.54 %	91.53 %	93.37 %
Gross Days in AR	0.00	0.00	30.43	56.91	63.28	
Avg Charge / Transport	$0.00	$0.00	$715.30	$733.50	$706.70	$720.07
Avg Revenue / Transport	$0.00	$0.00	$6.42	$39.56	$293.89	$114.79
A0425 - Ground Mileage (ALS)	0.00	0.00	371.50	913.50	494.60	1,779.60
A0425 - Ground Mileage (BLS)	0.00	0.00	47.30	418.80	121.60	587.70
A0427 - Advanced Life Support Emergent	0.00	0.00	114.00	172.00	135.00	421.00
A0428 - Basic Life Support	0.00	0.00	2.00	0.00	2.00	4.00
A0429 - Basic Life Support Emergent	0.00	0.00	15.00	34.00	31.00	80.00
A0998 - AMB RESP AND TX, NO TSPT	0.00	0.00	0.00	10.00	2.00	12.00

Insurance Aging Report By Payer

Cut Off Date	LessThanOrEqual	5/31/2013
Remaining Amount	NotEqual	0
Company	Equal	Sample Clinic

	Cur	31-60	61-90	91-120	121-150	151-180	> 180	Total
	$0.00	$7,052.20	$21,381.40	$7,365.85	$0.00	$0.00	$0.00	**$35,799.45**
	0 %	20 %	21 %	21 %	0 %	0 %	0 %	
	$0.00	$82.77	$0.00	$0.00	$0.00	$0.00	$0.00	**$82.77**
	0 %	100 %	0 %	0 %	0 %	0 %	0 %	
IENT	$0.00	$86.03	$0.00	$0.00	$0.00	$0.00	$0.00	**$86.03**
	0 %	100 %	0 %	0 %	0 %	0 %	0 %	
'LAN	$0.00	$84.61	$400.00	$0.00	$0.00	$0.00	$0.00	**$484.61**
	0 %	17 %	0 %	0 %	0 %	0 %	0 %	
	$745.90	$5,769.80	$793.63	$2,991.61	$781.00	$0.00	$0.00	**$11,081.94**
	7 %	52 %	27 %	27 %	7 %	0 %	0 %	
	$0.00	$0.00	$0.00	$759.40	$0.00	$0.00	$0.00	**$759.40**
	0 %	0 %	100 %	100 %	0 %	0 %	0 %	
	$0.00	$0.00	$0.00	$745.90	$0.00	$0.00	$0.00	**$745.90**
	0 %	0 %	100 %	100 %	0 %	0 %	0 %	
	$763.45	$7,221.17	$10,261.69	$13,236.01	$0.00	$0.00	$0.00	**$31,482.32**
	2 %	23 %	42 %	42 %	0 %	0 %	0 %	
	$0.00	$0.00	$0.00	$2,205.30	$0.00	$0.00	$0.00	**$2,205.30**
	0 %	0 %	100 %	100 %	0 %	0 %	0 %	
ICAII	$749.95	$3,706.55	$7,491.96	$1,366.10	$745.90	$0.00	$0.00	**$14,060.46**
	5 %	26 %	10 %	10 %	5 %	0 %	0 %	
	$0.00	$1,557.95	$0.00	$0.00	$0.00	$0.00	$0.00	**$1,557.95**
	0 %	100 %	0 %	0 %	0 %	0 %	0 %	
	$0.00	$0.00	$0.00	$8.77	$0.00	$0.00	$0.00	**$8.77**
	0 %	0 %	100 %	100 %	0 %	0 %	0 %	

AMB
Ambulance Medical Billing

Analysis by Transaction Date

Transaction Date	GreaterThanOrEqual	5/1/2013
Transaction Date	LessThanOrEqual	5/31/2013
Company Code	Equal	Sample Clinic

Sample Clinic

Date	05/01/13 - 05/31/13 Total	Charges Charges	Payments Payments	Adjustments Adjustments	Remaining Remaining
05/01/2013		$17,698.60	$825.80	$1,956.38	$14,916.42
		$17,698.60	$825.80	$1,956.38	$14,916.42
05/02/2013		$5,696.90	$1,830.91	$1,715.28	$2,150.71
		$5,696.90	$1,830.91	$1,715.28	$2,150.71
05/03/2013		$5,849.60	$0.00	$0.00	$5,849.60
		$5,849.60	$0.00	$0.00	$5,849.60
05/04/2013		$2,097.15	$0.00	$0.00	$2,097.15
		$2,097.15	$0.00	$0.00	$2,097.15
05/05/2013		$4,433.55	$0.00	$0.00	$4,433.55
		$4,433.55	$0.00	$0.00	$4,433.55
05/06/2013		$3,598.40	$5,281.85	$5,156.12	($6,839.57)
		$3,598.40	$5,281.85	$5,156.12	($6,839.57)
05/07/2013		$739.15	$1,015.56	$1,458.61	($1,735.02)
		$739.15	$1,015.56	$1,458.61	($1,735.02)
05/08/2013		$4,440.15	$2,175.42	$2,078.99	$185.74
		$4,440.15	$2,175.42	$2,078.99	$185.74
05/09/2013		$7,161.70	$2,247.50	$2,333.99	$2,580.21
		$7,161.70	$2,247.50	$2,333.99	$2,580.21
05/10/2013		$2,728.15	$759.40	$0.00	$1,968.75
		$2,728.15	$759.40	$0.00	$1,968.75
05/11/2013		$4,271.40	$0.00	$0.00	$4,271.40
		$4,271.40	$0.00	$0.00	$4,271.40
05/12/2013		$2,983.60	$0.00	$0.00	$2,983.60
		$2,983.60	$0.00	$0.00	$2,983.60
05/13/2013		$3,634.85	$662.31	$663.24	$2,309.30
		$3,634.85	$662.31	$663.24	$2,309.30
05/14/2013		$2,268.75	$260.24	$0.00	$2,008.51
		$2,268.75	$260.24	$0.00	$2,008.51
05/15/2013		$2,999.80	$4,956.38	$4,383.44	($6,340.02)
		$2,999.80	$4,956.38	$4,383.44	($6,340.02)
05/16/2013		$5,007.85	$0.00	$0.00	$5,007.85
		$5,007.85	$0.00	$0.00	$5,007.85
05/17/2013		$5,710.40	$1,985.84	$1,988.42	$1,736.14
		$5,710.40	$1,985.84	$1,988.42	$1,736.14
05/18/2013		$5,876.60	$0.00	$0.00	$5,876.60
		$5,876.60	$0.00	$0.00	$5,876.60
05/19/2013		$1,564.70	$0.00	$0.00	$1,564.70
		$1,564.70	$0.00	$0.00	$1,564.70
05/20/2013		$2,845.75	$1,845.05	$851.24	$149.46
		$2,845.75	$1,845.05	$851.24	$149.46
05/21/2013		$3,863.15	$3,877.59	$3,548.67	($3,563.11)
		$3,863.15	$3,877.59	$3,548.67	($3,563.11)
05/22/2013		$2,263.35	$1,545.44	$1,165.31	($447.40)
		$2,263.35	$1,545.44	$1,165.31	($447.40)
05/23/2013		$1,175.60	$0.00	$0.00	$1,175.60
		$1,175.60	$0.00	$0.00	$1,175.60
05/24/2013		$2,332.20	$3,519.22	$3,451.73	($4,638.75)
		$2,332.20	$3,519.22	$3,451.73	($4,638.75)
05/25/2013		$3,707.90	$6,809.11	$4,248.92	($7,350.13)
		$3,707.90	$6,809.11	$4,248.92	($7,350.13)
05/26/2013		$3,764.60	$0.00	$0.00	$3,764.60
		$3,764.60	$0.00	$0.00	$3,764.60
05/27/2013		$1,513.40	$0.00	$0.00	$1,513.40

Sample Clinic

		$1,513.40	$0.00	$0.00	$1,513.40
05/28/2013		$5,584.70	$2,253.75	$1,687.23	$1,643.72
		$5,584.70	$2,253.75	$1,687.23	$1,643.72
05/29/2013		$4,326.75	$4,987.93	$4,760.28	($5,421.46)
		$4,326.75	$4,987.93	$4,760.28	($5,421.46)
05/30/2013		$0.00	$1,739.20	$1,545.16	($3,284.36)
		$0.00	$1,739.20	$1,545.16	($3,284.36)
05/31/2013		$0.00	$1,382.79	$693.24	($2,076.03)
		$0.00	$1,382.79	$693.24	($2,076.03)
	Report Totals	**$120,138.70**	**$49,961.29**	**$43,686.25**	**$26,491.16**
		$120,138.70	**$49,961.29**	**$43,686.25**	**$26,491.16**

AMB
Ambulance Medical Billing

Transaction Summary
By Type

Transaction Date	GreaterThanOrEqual	5/1/2013
Transaction Date	LessThanOrEqual	5/31/2013
Company Code	Equal	Sample Clinic

Code		MTD Total	Payments Payments	Adjustments Adjustments	Total Total	Payments Payments	Adjustments Adjustments	Total Total
401	401 MEDICARE PAYMENT		94	0	94	($25,487.78)	$0.00	($25,487.78)
			94	0	94	($25,487.78)	$0.00	($25,487.78)
402	402 MEDICAID PAYMENT		9	0	9	($1,010.30)	$0.00	($1,010.30)
			9	0	9	($1,010.30)	$0.00	($1,010.30)
403	403 BLUE CROSS PAYMENT		54	0	54	($10,985.22)	$0.00	($10,985.22)
			54	0	54	($10,985.22)	$0.00	($10,985.22)
404	404 COMMERCIAL INS PMT		51	0	51	($11,369.59)	$0.00	($11,369.59)
			51	0	51	($11,369.59)	$0.00	($11,369.59)
406	406 MCO PAYMENT		2	0	2	($93.81)	$0.00	($93.81)
			2	0	2	($93.81)	$0.00	($93.81)
422	422 CHECK PAYMENT MARS		4	0	4	($1,014.59)	$0.00	($1,014.59)
			4	0	4	($1,014.59)	$0.00	($1,014.59)
501	501 MEDICARE ADJUSTMENT		0	80	80	$0.00	($24,906.20)	($24,906.20)
			0	80	80	$0.00	($24,906.20)	($24,906.20)
502	502 MEDICAID ADJUSTMENT		0	3	3	$0.00	($1,890.00)	($1,890.00)
			0	3	3	$0.00	($1,890.00)	($1,890.00)
503	503 BLUE CROSS ADJUSTMENT		0	30	30	$0.00	($9,971.44)	($9,971.44)
			0	30	30	$0.00	($9,971.44)	($9,971.44)
504	504 COMMERCIAL INS ADJ		0	32	32	$0.00	($6,460.88)	($6,460.88)
			0	32	32	$0.00	($6,460.88)	($6,460.88)
506	506 MCO ADJUSTMENT		0	1	1	$0.00	($529.09)	($529.09)
			0	1	1	$0.00	($529.09)	($529.09)
701	701 CHECK RETURNED/NSF		0	1	1	$0.00	$71.36	$71.36
			0	1	1	$0.00	$71.36	$71.36
INV	INV INVOICE		0	0	156	$0.00	$0.00	$109,276.00
			0	0	156	$0.00	$0.00	$109,276.00
INVP	INVP Invoice Prior Periods		0	0	16	$0.00	$0.00	$11,011.20
			0	0	16	$0.00	$0.00	$11,011.20
INVPR	INVPR Invoice Prior Period Reversals		0	0	1	$0.00	$0.00	($135.00)
			0	0	1	$0.00	$0.00	($135.00)
INVR	INVR INVOICE REVERSAL		0	0	1	$0.00	$0.00	($13.50)
			0	0	1	$0.00	$0.00	($13.50)
	Report Totals		**214**	**147**	**535**	**($49,961.29)**	**($43,686.25)**	**$26,491.16**
			214	**147**	**535**	**($49,961.29)**	**($43,686.25)**	**$26,491.16**

AMB
Ambulance Medical Billing

Procedure Analysis

Transaction Date	GreaterThanOrEqual	5/1/2013
Transaction Date	LessThanOrEqual	5/31/2013
Company Code	Equal	Sample Clinic

Sample Clinic

Code	Procedure	05/01/13 - 05/31/13 Total	Count Count	Charges Charges	Payments Payments	Adjustments Adjustments	Remaining Remaining
ALSE	A0427	A0427 - Advanced Life Support Emergent	135.00	$94,500.00	$41,599.39	$36,529.40	$16,371.21
			135.00	$94,500.00	$41,599.39	$36,529.40	$16,371.21
MILE	A0425	A0425 - Ground Mileage (ALS)	494.60	$6,677.10	$2,677.28	$2,530.57	$1,469.25
			494.60	$6,677.10	$2,677.28	$2,530.57	$1,469.25
BLSE	A0429	A0429 - Basic Life Support Emergent	31.00	$17,050.00	$5,282.72	$4,289.56	$7,477.72
			31.00	$17,050.00	$5,282.72	$4,289.56	$7,477.72
MILEB	A0425	A0425 - Ground Mileage (BLS)	121.60	$1,641.60	$401.90	$408.08	$831.62
			121.60	$1,641.60	$401.90	$408.08	$831.62
TNT	A0998	A0998 - AMB RESP AND TX, NO TSPT	2.00	$270.00	$0.00	$0.00	$270.00
			2.00	$270.00	$0.00	$0.00	$270.00
BLS	A0428	A0428 - Basic Life Support	2.00	$0.00	$0.00	$0.00	$0.00
			2.00	$0.00	$0.00	$0.00	$0.00
OTHER		Other	0.00	$0.00	$0.00	($71.36)	$71.36
			0.00	$0.00	$0.00	($71.36)	$71.36
		Report Totals	**786.20**	**$120,138.70**	**$49,961.29**	**$43,686.25**	**$26,491.16**
			786.20	**$120,138.70**	**$49,961.29**	**$43,686.25**	**$26,491.16**

AMB
Ambulance Medical Billing

Transaction Date	GreaterThanOrEqual	5/1/2013
Transaction Date	LessThanOrEqual	5/31/2013
Company Code	Equal	Sample Clinic

Financial Summary Misc Adjustment Breakdown
Sample Clinic

525 CREDIT CARD PMT FEE	($532.07)
529 EMPLOYEE DISCOUNT	($396.26)
558 558-ADMINISTRATIVE ADJUSTMENT	($3,032.54)
561 ADDL MONEY CHARGE BACK	$0.35
	($3,960.52)

AMB
Ambulance Medical Billing

06/25/13 | Charge Detail Trip Report | Page 1 of 1

Transaction Date	4/14
Transaction Date	4/14
Company Code	Sample Clinic

Date of Service	Run Number	Name	Entered Date	Quantity	Rate	Line Total
4/14/2013	BPF-13-XXX:1	Patient	4/17/2013			
		A0427 - Advanced Life Support Emergent		1.00	$700.00	$700.00
		A0425 - Ground Mileage (ALS)		2.60	$13.50	$35.10
				Total Charges		735.10

Date of Service	Run Number	Name	Entered Date	Quantity	Rate	Line Total
4/14/2013	BPF-13-XXX:1	Patient	4/17/2013			
		A0427 - Advanced Life Support Emergent		1.00	$700.00	$700.00
		A0425 - Ground Mileage (ALS)		5.30	$13.50	$71.55
				Total Charges		771.55

Date of Service	Run Number	Name	Entered Date	Quantity	Rate	Line Total
4/14/2013	BPF-13-XXX:1	Patient	4/17/2013			
		A0998 - AMB RESP AND TX, NO TSPT		1.00	$135.00	$135.00
				Total Charges		135.00

Date of Service	Run Number	Name	Entered Date	Quantity	Rate	Line Total
4/14/2013	BPF-13-XXX:1	Patient	4/17/2013			
		A0429 - Basic Life Support Emergent		1.00	$550.00	$550.00
		A0425 - Ground Mileage (BLS)		3.20	$13.50	$43.20
				Total Charges		593.20

4	2,234.85

ANSI Code By Client

Transaction Date	GreaterThanOrEqual	MS,-1M
Transaction Date	LessThanOrEqual	MS,-1D
Company Code	Equal	Sample Clinic

Sample Clinic

ANSI Code	Description	Counts Without Duplicates (18)
18	Duplicate claim/service.	-
109	Claim not covered by this payer/contractor. You must send the claim to the correct payer/contractor.	26
125	Submission/billing error(s). At least one Remark Code must be provided (may be comprised of either the NCPDP Reject Reason Code, or Remittance Advice Remark Code that is not an ALERT.)	2
16	Claim/service lacks information which is needed for adjudication. At least one Remark Code must be provided (may be comprised of either the NCPDP Reject Reason Code, or Remittance Advice Remark Code that is not an ALERT.)	30
204	This service/equipment/drug is not covered under the patient□s current benefit plan	17
22	This care may be covered by another payer per coordination of benefits.	7
24	Charges are covered under a capitation agreement/managed care plan.	1
28	Coverage not in effect at the time the service was provided.	4
31	Patient cannot be identified as our insured.	15
4	The procedure code is inconsistent with the modifier used or a required modifier is missing. Note: Refer to the 835 Healthcare Policy Identification Segment (loop 2110 Service Payment Information REF), if present.	1
96	Non-covered charge(s). At least one Remark Code must be provided (may be comprised of either the NCPDP Reject Reason Code, or Remittance Advice Remark Code that is not an ALERT.) Note: Refer to the 835 Healthcare Policy Identification Segment (loop 2110 S	9
99	Medicare Secondary Payer Adjustment Amount.	10
A1	Claim/Service denied. At least one Remark Code must be provided (may be comprised of either the NCPDP Reject Reason Code, or Remittance Advice Remark Code that is not an ALERT.)	1
AA		10
B9	Patient is enrolled in a Hospice.	2
M51	Missing/incomplete/invalid procedure code(s).	2
MA61	Missing/incomplete/invalid social security number or health insurance claim number.	12
MA85	Our records indicate that a primary payer exists (other than ourselves); however, you did not complete or enter accurately the insurance plan/group/program name or identification number. Enter the PlanID when effective.	9
N29	Missing documentation/orders/notes/summary/report/chart.	6
N4	Missing/incomplete/invalid prior insurance carrier EOB.	1
	Total Without Duplicates(18)	**165**

AMB
Ambulance Medical Billing

Batch Listing

Batch #	User	Descr	Enter Date	Amount
0			5/9/2013	$120,210.06
4888	CREDIT-BUREAU\aburgess	EFT 650.12 4/29/13 ANTHEM	5/7/2013	($1,740.42)
4942	CREDIT-BUREAU\aburgess	EFT 365.44 4/29/13 ANTHEM	5/7/2013	($733.75)
5002	CREDIT-BUREAU\atroutman	MARS 68.52 5/3/13	5/8/2013	($68.52)
5057	CREDIT-BUREAU\atroutman	MARS 76.66 5/2/2013	5/8/2013	($76.66)
5058	CREDIT-BUREAU\aburgess	EFT 359.30 4/29/13 ANTHEM	5/8/2013	($731.05)
5060	CREDIT-BUREAU\aburgess	EFT 330.00 5/1/13 ANTHEM	5/8/2013	($706.53)
5190	CREDIT-BUREAU\aburgess	EFT 657.31 5/1/13 CGS	5/9/2013	($1,314.68)
5271	CREDIT-BUREAU\atroutman	MARS 2186.35 5/7/13	5/10/2013	($759.40)
5402	CREDIT-BUREAU\aburgess	EFT 1830.91 5/2/13 CGS	5/10/2013	($3,546.19)
5498	CREDIT-BUREAU\atroutman	NP 523555475 5/9/13	5/11/2013	$0.00
5791	CREDIT-BUREAU\atroutman	NP 523565459 5/14/13	5/13/2013	$0.00
5792	CREDIT-BUREAU\atroutman	EFT 1315.85 5/13/13 CGS ADMIN	5/13/2013	($1,325.55)
5823	CREDIT-BUREAU\aburgess	EFT 5614.24 5/6/13	5/14/2013	($10,437.97)
5867	CREDIT-BUREAU\apowel	MARS 430.20 5/13/2013	5/14/2013	($260.24)
5912	CREDIT-BUREAU\atroutman	NP F437152154 5/10/13	5/14/2013	$0.00
6012	CREDIT-BUREAU\srushing	EFT 2247.50 05/09/13 MCR	5/14/2013	($4,581.49)
6013	CREDIT-BUREAU\srushing	EFT 1340.94 05/08/13 MCR	5/14/2013	($2,671.65)
6159	CREDIT-BUREAU\apowel	EFT 366.05 5/8/2013 ANTHEM	5/15/2013	($366.05)
6576	CREDIT-BUREAU\apowel	MARS 570.04 5/14/2013	5/17/2013	$0.00
6580	CREDIT-BUREAU\aburgess	EFT 559.41 5/20/13 PALMETTO	5/17/2013	($1,040.99)
6668	CREDIT-BUREAU\aschraven	EFT 4590.33 5/15/13 MCR B OHIO	5/18/2013	($8,973.77)
6768	CREDIT-BUREAU\apowel	EFT 365.44 5/15/2013 ANTHEM	5/20/2013	($735.10)
6843	CREDIT-BUREAU\apowel	EFT 920.20 5/8/2013	5/20/2013	($920.20)
6854	CREDIT-BUREAU\apowel	523575424 0.00 5/20/2013	5/20/2013	$0.00
6986	CREDIT-BUREAU\apowel	RFT 900.21 5/2/2013	5/21/2013	($900.21)
6988	CREDIT-BUREAU\apowel	FC 411.08 5/14/2013	5/21/2013	($1,467.50)
7002	CREDIT-BUREAU\apowel	EFT 310.65 5/13/2013 ANTHEM	5/21/2013	($597.25)
7004	CREDIT-BUREAU\apowel	EFT 900.52 5/13/2013 ANTHEM	5/21/2013	($1,920.15)
7006	CREDIT-BUREAU\apowel	EFT 283.86 5/15/2013 ANTHEM	5/21/2013	($685.05)
7007	CREDIT-BUREAU\apowel	EFT 263.17 5/10/2013 ANTHEM	5/21/2013	($579.70)
7106	CREDIT-BUREAU\aburgess	EFT 1985.84 5/17/13 CGS	5/21/2013	($3,974.26)
7136	CREDIT-BUREAU\atroutman	MARS 1068.15 5/17/13	5/21/2013	($2,096.83)
7259	CREDIT-BUREAU\atroutman	MARS 646.08 5/20/13	5/22/2013	($1,475.20)
7299	CREDIT-BUREAU\atroutman	MARS 730.83 5/16/13	5/22/2013	($981.27)
7310	CREDIT-BUREAU\atroutman	MARS 250.22 5/21/13	5/22/2013	($168.53)
7456	CREDIT-BUREAU\apowel	523582197 0.00 5/23/2013	5/23/2013	$0.00
7458	CREDIT-BUREAU\apowel	523585649 0.00 5/23/2013	5/23/2013	($85.75)
7533	CREDIT-BUREAU\apowel	FC-FTP-EB 0.00 5/23/2013	5/23/2013	$0.00
7665	CREDIT-BUREAU\apowel	QK90772022 0.00 5/23/2013	5/23/2013	$0.00
7670	CREDIT-BUREAU\apowel	523588845 0.00 5/23/2013	5/23/2013	$0.00
7792	CREDIT-BUREAU\skrishna	EFT 323.93 05/21/13 MEDICARE	5/24/2013	($647.07)
8157	CREDIT-BUREAU\atroutman	MARS 219.19 5/23/13	5/25/2013	($219.19)
8172	CREDIT-BUREAU\apowel	MARS 4834.74 5/24/2013	5/25/2013	($6,279.24)
8209	CREDIT-BUREAU\atroutman	MARS 2273.46 5/28/13	5/25/2013	($4,559.60)
8282	CREDIT-BUREAU\atroutman	MARS 1718.26 5/15/13	5/28/2013	($1,138.86)
8290	CREDIT-BUREAU\apowel	EFT 618.60 5/16/2013	5/28/2013	($1,359.40)
8300	CREDIT-BUREAU\apowel	FC-FTP 1140.29 5/28/2013	5/28/2013	($1,442.72)
8458	CREDIT-BUREAU\apowel	MARS 1770.13 5/29/2013	5/29/2013	($1,807.58)
8525	CREDIT-BUREAU\apowel	EFT 295.26 5/17/2013	5/29/2013	($618.20)
8526	CREDIT-BUREAU\apowel	EFT 365.44 5/28/2013 ANTHEM	5/29/2013	($733.75)
8527	CREDIT-BUREAU\apowel	EFT 1700.28 5/28/2013 ANTHEM	5/29/2013	($3,216.00)
8531	CREDIT-BUREAU\apowel	EFT 168.53 5/23/2013 ANTHEM	5/29/2013	($168.53)
8532	CREDIT-BUREAU\atroutman	EFT 328.90 5/20/13 ANTHEM	5/29/2013	($709.36)
8535	CREDIT-BUREAU\atroutman	EFT 1090.58 5/20/13 ANTHEM	5/29/2013	($2,494.79)
8577	CREDIT-BUREAU\nkumar	EFT 3182.00 05/23/13 MEDICARE	5/30/2013	($6,970.95)
8640	CREDIT-BUREAU\apowel	MARS 2920.38 5/30/2013	5/30/2013	($727.57)
8774	CREDIT-BUREAU\apowel	NP 523598434 0.00 5/30/2013	5/30/2013	$0.00
8816	CREDIT-BUREAU\apowel	886985806 654.52 5/30/2013	5/30/2013	($1,308.64)

Monthly Reconciliation Sample Clinic May-13				
Date	AMB Daily Deposit	Total Deposits Posted	Total Money Not Deposited by AMB	Total Posted
5/1/2013	1,337.28	$ -	$ -	$ -
5/2/2013	381.55	$ (1,337.28)	$ (6,010.56)	$ (7,347.84)
5/3/2013	2,193.15	$ (381.55)	$ (19,112.53)	$ (19,494.08)
5/4/2013	-	$ -	$ -	$ -
5/5/2013	-	$ -	$ -	$ -
5/6/2013	3,264.54	$ (2,586.17)	$ (12,891.64)	$ (15,477.81)
5/7/2013	701.08	$ (3,264.54)	$ (18,390.80)	$ (21,655.34)
5/8/2013	375.77	$ (701.08)	$ (8,563.54)	$ (9,264.62)
5/9/2013	2,964.35	$ (375.77)	$ (907.58)	$ (1,283.35)
5/10/2013	487.71	$ (2,964.35)	$ (10,556.02)	$ (13,520.37)
5/11/2013	-	$ -	$ -	$ -
5/12/2013	-	$ -	$ -	$ -
5/13/2013	2,646.93	$ (487.71)	$ (1,408.50)	$ (1,896.21)
5/14/2013	1,379.22	$ (2,656.93)	$ (11,801.74)	$ (14,458.67)
5/15/2013	1,079.22	$ (1,379.22)	$ (2,406.90)	$ (3,786.12)
5/16/2013	3,150.86	$ (1,069.22)	$ (20,671.50)	$ (21,740.72)
5/17/2013	5,474.48	$ (3,150.86)	$ (3,947.58)	$ (7,098.44)
5/18/2013	-	$ -	$ -	$ -
5/19/2013	-	$ -	$ -	$ -
5/20/2013	721.91	$ (5,474.48)	$ (9,000.99)	$ (14,475.47)
5/21/2013	1,678.12	$ (721.91)	$ (911.54)	$ (1,633.45)
5/22/2013	283.92	$ (1,678.12)	$ (10,023.31)	$ (11,701.43)
5/23/2013	1,341.86	$ (283.92)	$ (3,150.53)	$ (3,434.45)
5/24/2013	3,169.53	$ (1,341.86)	$ (9,220.23)	$ (10,562.09)
5/25/2013	-	$ -	$ -	$ -
5/26/2013	-	$ -	$ -	$ -
5/27/2013	-	$ -	$ -	$ -
5/28/2013	1,148.93	$ (3,169.53)	$ (2,398.71)	$ (5,568.24)
5/29/2013	47.50	$ (1,148.93)	$ (11,646.07)	$ (12,795.00)
5/30/2013	$ 464.62	$ (47.50)	$ (540.37)	$ (587.87)
5/31/2013	$ 349.63	$ (550.42)	$ (11,273.87)	$ (11,824.29)
TOTALS	$ 34,642.16	$ (34,771.35)	$ (174,834.51)	$ (209,605.86)

AMB
Ambulance Medical Billing

REFERENCES

PROPRIETARY AND CONFIDENTIAL

AMB encourages the City of Miramar to contact ANY of our clients regarding the results and service that we provide. AMB has over one-hundred and twenty (120) clients nationwide.

As requested, AMB has provided a proprietary and confidential listing of five (5) public-entity references of similar size and nature to Miramar. This information is ***located in Tab 10, page 87*** as requested. This lists includes the service name and contact information for each client. Our strong network of clients provides AMB with the opportunity to identify state or region-wide issues/trends that may also be affecting your service.

In addition, AMB has provided additional letters of recommendation for your consideration. We believe that these letters highlight the level of service that AMB consistently delivers to our partners.

AMB is proud of the strong client network throughout the Southeast. With numerous governmental services, **we are the PREMIER billing provider in the Southeast**

On behalf of the Kentucky Ambulance Providers Association, we appreciate the support from Bill Harrod and Ambulance Medical Billing above and beyond just their clients as they support EMS as a whole. We are glad there are agencies like yours that are of the highest professional and moral convictions.

Thomas Adams
Executive Director
Boyd County EMS
2758 Greenup Ave
Ashland, KY 41101
Office: 606-325-9702
Fax: 606-325-9703
www.boydems.com
President, Kentucky Ambulance Providers Association

Butler County Ambulance Service
P.O. Box 485
Morgantown, KY 42261
Phone 270-526-2713
Fax 270-526-6403

February 25, 2015

Dear Sir or Madam,

I am pleased to write this letter of recommendation for Ambulance Medical Billing. We have been with AMB since August 2014, and in that time, we have already seen a revenue increase in excess of our 10% Performance Guarantee. This increase, in addition to the easy-to-access billing and patient data, had made a smooth transition from performing out own billing.

We can use the AMB portal to access patient care reports and a patient's complete history of transports. AMB's dashboards and detailed financial reports allow us to properly account for the business side of our operation so that we can provide the service of superior rescue and emergency medical care for the community.

AMB's staff is courteous, professional and very easy to work with. The Butler County Ambulance Service is proud to say that we are in partnership with AMB for all our medical billing needs. We look forward to working with AMB for years to come.

Sincerely,

Brian McKinney

Brian McKinney
Director, Butler County Ambulance Service

METHODIST HOSPITAL

Henderson Ambulance Service / Emergency Medical Services

Methodist Hospital
1305 North Elm Street
P.O. Box 40
Henderson, KY 42420
Phone: 1-270-826-5558
Fax: (270)-826-8387
E-mail: mahone@methodisthospital.net

Henderson Ambulance Service
383 Power Dr
P.O. Box 1083
Henderson, KY 42419-1083
Phone: 1-270-826-3556
Fax: (270) 826-0362
Email: tmahone@methodisthospital.net

February 25, 2016

To Whom It May Concern:

The following information is in support of AMB MARS

Henderson Ambulance Service is a City / County owned EMS service that is managed by Methodist Hospital in Henderson, KY

Our service has been doing our own billing for ambulance transports since 1979. Since that time our service has grown not only in run volume, but also in the amount of billing claims. It became apparent that our billing staff was overwhelmed and that we needed assistance in a ***New Up to Date*** process. We also needed the staffing support to help reduce our AR Days (Accounts Receivables) and increase our cash recovery.

AMB MARS has provided an up to date billing service that is second to none, AMB MARS staff are extremely supportive and cooperative and are very responsive to any concerns Henderson Ambulance Service has. They provide up to date reports concerning financial progress and quality improvement capabilities. The QA information that is provided has been very beneficial and has expanded our Ambulance Service Compliancy Program already established.

AMB MARS has provided technical support from the beginning and continues to give us the professional support we expected from the beginning. Their security program has been outstanding and assures us that HIPPA compliancy is a top priority for their business and ours.

Overall we are very satisfied of our relationship and decision to have AMB MARS as partners with Henderson Ambulance Service.

Sincerely,

Tim Mahone

Tim Mahone, AS, BBA, MSHA, CCEMTP
Director, Henderson Ambulance Service
Henderson Emergency Medical Services

AMB
Ambulance Medical Billing

QUESTIONNAIRE

1. Please set forth the caption, case number, court and disposition of any litigation against a public entity or concerning any amount exceeding $100,000 filed by or in which you, your firm or an officer, director, member/manager or executive of your firm has been named as a party within the past five years.

Answer: This question is not applicable. AMB has not ever been a party to any litigation.

2. How would you handle insurance short pays? What actions would you take to ensure that the City receives the full amount due? In your response, please include a detailed summary of the processes and reporting that will be made available to the City to address insurance short pays and an explanation as to whether you are able to provide a report summary by insurance carrier for short-paid invoices.

Answer: AMB monitors all payments received and reconciles them to the contract allowable rates utilizing a series of monthly comparison reports. AMB diligently pursues and contacts any payer, through the appeal process, that has not paid at the contracted rate. Our specialized accounts receivables team works with the payer to reprocess and pay correctly.

3. Describe in detail what your process is for obtaining valid information when the information originally obtained is found to be incorrect (e.g. incorrect data insurance or incomplete data provided at the time of the medical transport).

Answer: AMB utilizes Passport Health eligibility and Coverage Discovery to obtain correct and accurate insurance information. AMB also utilizes a tracing program to identify proper patient address information. These programs are used to verify Medicare and Medicaid information prior to claims being billed as well as on any account having no insurance listed.

4. Describe in detail how you can help to maintain a short period of time between date of service and date of initial bill being generated. Include recommendations as to the City's procedures related to this task.

Answer: By utilizing a reputable ePCR and a consistent import process, AMB is able to maintain a 24 to 48 hour billed date for all runs. Runs are imported several times throughout the day once they are completed/locked by the client. AMB employs coders that work 24/7 so that the runs can be coded as soon as they are imported, and then the coded runs are sent immediately to billing. A strong relationship with ESO allows AMB to work through any issues that may arise.

5. Describe in detail the tools or technology do you use to get claims filed with correct data and the maximum return for the City.

Answer: AMB utilizes only CAC certified coders and billers. Using certified coders is the best assurance for having properly coded claims. AMB also utilizes eligibility and skip tracing programs to obtain the most up to date insurance and address information. Our attention to detail pays off in higher collections for you. This special attention begins with the individualized training that you,

your staff and crew receives from the start of the contract, and doesn't end until the last dollar is posted.

6. For calendar year 2014, what is your average time for turning around claims for your medical transportation billing services accounts?

Answer: Forty-five (45) to Sixty (60) days turnaround.

7. Please set forth the title of and attach three custom client-generated reports which demonstrate your ability to develop and produce complex custom reports and your flexibility in designing them.

Answer: Please see the comprehensive display of reports available under TAB 3.

8. For report generation and ability to report on various data sets, describe in detail what sets your firm apart in being able to accommodate your clients' custom reporting requirements.

Answer: AMB has over twenty (20) years of experience in data gathering and analysis, and has a full-time, in-house software development staff that can write, design, and reproduce any report requested by the City of Miramar. These can be provided on a daily, weekly, or monthly basis through AMB's secure FTP site or web-based application.

9. How do you currently provide reports to your clients? What kind of report writer do you use for the reports being sent to your clients? Can all the reports developed for the City be opened using Microsoft Excel? Please explain your answer.

Answer: All AMB reports and accounting practices follow Generally Accepted Accounting Principles. Most standard AMB reports are typically generated using Adobe Portable Document Format to retain the integrity of the original data. However, AMB will accommodate any request from the City regarding specific formats such as Microsoft Excel, Word, Access or otherwise.

10. Describe in detail your approach to and methods for quality assurance to meet the City's performance standards as it relates to the collection cycle.

Answer: We have SLAs that are set up to ensure that our team works the accounts receivable in an effective and timely manner. If a denial is received on a claim, we work the denial within two (2) business days of posting. Our A/R Team tracks denial trends and not only corrects the account, but also develops ways to assist in preventing the denial from occurring again in the future.

Once a claim has been billed to insurance, it will be flagged for follow up starting the 30th day if the balance is still pending insurance. The account will be worked every thirty (30) days until adjudication has occurred. We track any payer issues and work with other departments as necessary to obtain adjudication. This includes filing complaints to the Insurance Commissioner. Accounts over thirty (30) days old are worked, with a specific focus on accounts ninety (90) days or older. To ensure accurate work has been completed by the accounts receivables staff, accounts are reviewed on a weekly basis by the AMB Team Supervisors.

11. What specific internal controls do you have in place to assure meeting the various deadlines for mailing of the documents identified in the Scope of Services?

Answer: Our System Administration team works closely with RevSpring to remain on a consistent schedule for mailings. Our billing partners understand the importance of notifying us with any issues and making sure that mailings meet the proper deadlines.

12. As a billing ages, what efforts does your firm perform to secure payment from each major type of payor (e.g. insurance, Medicaid, Medicare, Self Pay)?

Answer: Insurance pending accounts begin to show up on our follow up reports when they have aged to 30 days. We focus on Medicare first to ensure it has been completed prior to the middle of the month. We do this to attempt to get the payments submitted in the same month since Medicare has a 14 day payment floor.

After Medicare processing has been completed, the AMB team moves on to any trends with the other insurance carriers and works from there. These actions include using web portals and phone calls to the payers to discuss the accounts. For the self pay accounts, we send out three (3) statements and one (1) phone call attempt. Once the notices have gone out, if there is no response, the account is submitted to the Collection Decide List. After review by the City, the account can be sent to collections at that time or written off to bad debt. This is a process that is discussed during one of several implementation calls.

13. The City has identified a number of performance standards for acceptable service levels to the City. Describe in detail your ability to report on each of the performance standards and data collection methods for the City (e.g. Average Net Collection Rate; Collection Cycle; Information Collected).

Answer: AMB has a very robust reporting capability and reporting department. Within in month end package, we include several reports that can show multiple metrics. We have the ability to create custom reports as needed.

Our month end package includes our Financial Summary, which details charges, payments, adjustments, bad debt write offs, and refunds. The Financial Summary also details total runs billed, number of claims filed, number of denials received, AR Days, average charge per run, average revenue per run, and a breakdown by procedure code so you can monitor your ALS/BLS and Emergency/Non-Emergency transports.

The package also includes your Key Performance Indicator (KPI) report which shows the current payer mix for your service. AMB's dashboard can show you all of the above information with real time figures. The dashboard is in one location for all of your key metrics in an easy to read format.

14. Describe in detail your approach to and methods for quality assurance to meet the City's performance standards as it relates to daily service, including the requirement that you respond to City inquiries within two business days, emergency requests for information within four business days and that you provide all required reports by the 15th calendar day of the subsequent month.

Answer: AMB has a dedicated Client Services Team. Every client is assigned a Client Services Representative who is the "gate keeper" at AMB. They ensure all requests are sent to the correct person or department for answers. The Client Services Rep also follows the request to ensure it is answered within the required time frame.

The City will have one contact that they can reach out to with any needed information and that same person will be responding with the answers. Our reporting department has all month end reports scheduled to ensure all clients have received their reports by the required date. AMB's SLA is set to have the reports out by the 15th of the month across the board. We will ensure the City has their reports by the 15th.

15. Set forth the number of customer service representatives (staff that takes calls from the City's transported patients) for whom English is their primary language and that are bilingual.

Answer: We currently have one staff member that is fluent in English and Spanish. If the need arises, we have the ability to utilize a translation service for assistance in all languages.

16. Identify the implementation plan check list that would be used and associated timetables for each task to start performing Medical Transportation Billing Services as identified herein, starting from your receipt of the executed agreement from the City (should the agreement be awarded to your firm. Your summary (which should be submitted as an attachment) should include a project delivery timeline schedule by milestones and deliverables. Please also provide a recommended schedule of work to be performed, clearly indicating the start and stop dates of each task.

Answer: We use a Client Timeline sheet to track the implementation of all clients. Each task has an owner who is responsible for ensuring the actions needed are completed. Each task can have varying timelines. Most clients can be up and running within 60 days. We can get clients running faster than that if need be. The milestones are as below.

- **AMB Contract**
- **ePCR Contract**
- **BAA**
- **Execute Contract to Client**
- **Equipment Order to IT**
- **Equipment Shipped to Client**
- **ePCR Training Scheduled**
- **ePCR Training Complete**
- **Client File created**
- **Initial Communication sent to Client- Service Information, request for licensure, request for fees**
- **Initial Information received from client**
- **Kick Off Call**
- **Provider numbers verified**
- **EDI Enrollment Completed**

- **Primary Contact Information distributed to AMB Staff**
- **Client added to Distribution List**
- **Client added to Client Database**
- **Client added to Month End Reporting**
- **Company Build out in billing system**
- **Web User built and sent to client**
- **Fee Schedules built and approved by client**
- **ePCR logins for AMB Staff**
- **Contact Data Online if receiving Credit Card payments**
- **Start Date assigned**
- **Charges assigned to billing**
- **Charges coded and keyed**
- **Claims dropped to payers**
- **Claims received by payers**
- **Statements dropped to patients**
- **1st collection drop added to calendar**
- **Client added to AMB Dashboards**
- **Client handed off to production**

17. What is your commitment to the City to be able to provide the services within the estimated timeline?

Answer: We have one client implementation specialist who will be your main point of contact from the beginning. Our Team Members are very skilled at getting clients up and running in less than 60 days. 60 days is from the date of the contract signing to the date that the first claims are being submitted. This deadline will be met. It is in your best interest as well as ours.

18. What are your normal office hours for customer support calls?

Answer: 7:00 AM – 4:30 PM Central Standard Time. We are willing to extend our hours if needed.

19. Do you host a website that offers any customer support information? If so, please provide the website URL and summarize the website's contents.

Answer: Yes. AMB's secure payment website, www.ambbillpay.com, will feature a direct link to the patient's account. This enables patients to perform three primary functions:

(1) Submit credit card or check payments;
(2) Ask questions; and
(3) Update account information.

In order to comply with HIPAA regulations, only certain information is available through this secure portal.

20. Describe in detail your plan for implementing new technology, hardware and software as it relates to the medical transportation billing services in the following six months.

Answer: This implementation plan is a part of the entire plan once a contract is signed. Equipment is ordered immediately upon contract signature, and the process begins from there. Our Client Implementation Specialist is there to keep you informed and up-and-running as soon as possible.

21. When is the last time that you updated your technology, hardware or software as it relates to medical transportation billing services? In answering, please be specific to the time period and the upgrade performed.

Answer: Our IT department provides continual updates on our state-of-the-art technology. With each update provided, our IT team strives to make a minimal impact on the daily operations.

22. Identify features on your website that would allow the City and/or the transport client to view data and make inquiries.

Answer: Our exclusive dashboard will provide the City with the necessary real-time information need to make business decisions, and inquiries are just a phone call or an email away.

23. Based on your proposed solution, detail your ability to take credit card payments as a form of payment and the reporting available to the City as to such payments.

Answer: AMB is fully PCI compliant in accepting safe and convenient credit card payments. AMB contracts with RevSpring to process all credit card payments and the City will receive reports detailing the payments made.

24. Please describe in detail your proposed method for handling accounts that are still in an uncollected status upon the termination of the Contract.

Answer: AMB will continue to work out the accounts through the agreed upon wind down period once the contract is termed. Any account that remain unpaid will be provided to the client in full detail in electronic or detailed report format.

25. Submit proof of your ability to have an operational billing or ePCR software interface with Zoll Data Systems, Inc. Electronic Tablet Patient Care Reporting Software within 30 days of notice of award.

Answer: AMB and ESO will work together to provide any necessary interface.

TAB 6: EXCEPTIONS AND DEVIATIONS

Exceptions and Deviations Form (Tab 10i)

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. **Exceptions must be fully explained using a chart in the form of the chart set forth on the bottom portion of this page**. The City reserves the right to reject any Proposal for noncompliance with one or more of the requirements.

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION
	N/A	

Proposer's Signature

FAILURE TO SUBMIT ALL INFORMATION RESPONSIVE TO THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

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Emergency Medical Transport Billing and Collection Services
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TAB 7: OTHER FORMS

NONE

TAB 8: COST PROPOSAL

PRICE PROPOSAL SHEET (Tab 10) (CONT.)

Fees Proposed below are based on a one-year term and will be multiplied over the number of years for the contract value. The numbers are provided based on the City's current contract and last fiscal year performance. The City does not guarantee the same amount for future contract years.

1) Proposers must sate a fee for services to be provided based on a percentage of actual dollars collected. Fee must be all inclusive, including but not limited to postage, printing and supplies.

   Proposer's Fee for services to be provided:

   5.6 % X $1,059,222 = $59,316.43

2) Medicaid account billing service:

   $ 7 /each X 261 = $1,827.00

3) Lease of Computers:
   Proposers must state an additional fee, if any, for the lease of the 13 ruggedized field computers as requested in section 3-4. This will be added to the fee proposed in item 1a for evaluation purposes and award of price points.

   Additional Fee for lease of computers:

   $ Included X 13 = Included

4) Other Per Unit Itemized Charges:

   a) Privacy Notices: None X 4,492 = None
   b) *Credit Card Fee: None X 264,406 = None
   c)
   d)

   *Credit Card Charges based on the assumption that 25% of revenue will be paid by Credit Card.

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PRICE PROPOSAL SHEET (Tab 10) (CONT.)

TOTAL FEE PROPOSED: (ITEM 1 + ITEM 2 + ITEM 3 + ITEM 4)

5.6% of Net Cash Collections + $7 per Medicaid Claim

(Write Figures)

TOTAL PROPOSED: (ITEM 1 + ITEM 2+ ITEM 3 + ITEM 4)

Five and six tenths percent of Net Cash Collections + Seven dollars per Medicaid Claim

(Written Amount)

TOTAL AMOUNT FOR ITEM 1 THROUGH 4 OF THE PRICE PROPOSAL SHEET SHALL BE SHOWN ABOVE IN BOTH FIGURES AND WORDS. IN CASE OF DESCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN.

The City will maintain and pay for the lock box.

Taxpayer Identification Number (TIN) 61-0925848

PROPOSER: Ambulance Medical Billing
(Company Name)

Lauren Root (Signature)

Regional Sales Director
(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR RESPONSE "NON-RESPONSIVE"

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TAB 9: ADDENDA

ADDENDA ACKNOWLEDGEMENT FORM (Tab 10a)

Addendum #	Date Received
Addendum No. 1	12/22/2015

PROPOSER: Ambulance Medical Billing
(Company Name)

(Signature)

Lauren Root, Regional Sales Director
(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

TAB 10: AFFIDAVITS AND ACKNOWLEDGEMENTS

SECTION 5
SUBMITTAL FORM
PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 16-11-06 (Pre-Tab1)

PROPOSER'S NAME (Name of firm, entity, or organization): Ambulance Medical Billing

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 61-0925848

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name: Lauren Root Title: Regional Sales Director

MAILING ADDRESS:

Street Address: 100 Fulton Court

City, State, Zip: Paducah, Kentucky 42001

TELEPHONE: (855) 347-1360

FAX: (270) 744-8642

EMAIL lroot@marsbilling.com

PROPOSER'S ORGANIZATION STRUCTURE:

XX Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (explain):

IF CORPORATION:

Date Incorporated/Organized: 1952

State of Incorporation/Organization: Kentucky

States registered in as foreign Corporation: FL, KY, TN, TX, GA, MD, AL, AR, CA, CO,IL, IN, MS, NC, SC, OH, VA, NH, WV

PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION:

none

LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT:

RevSpring, Passport Health

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.

Signed by: _____ Date: _____

Print name: Lauren Root Title: Regional Sales Director

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

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PROPOSER INFORMATION FORM (Tab 10b)

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

(1) How many years has your organization been in business under your present business name?

AMB=10 years; CBS=63 years

(2) State of Florida occupational license type and number: Currently serving multiple FL entities Copy to be provided at time of award

(3) County (state county) Business Tax Receipt type and number: _____

(4) City of Miramar Business Tax Receipt type and number: N/A

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

(5) Describe experience providing Services and or commodities for similar (government) organizations:

AMB has provided ambulance medical billing services for its clients for the last ten (10) years since 2005. Prior to 2005, its parent company, Credit Bureau Systems (CBS) and Medical Accounts Receivable Systems (MARS) has been providing medical billing for physicians and healthcare entities for the past sixty-three (63) years.

(6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?

_____ yes XXX no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

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PROPOSER INFORMATION FORM (CONTINUED)

(7) Please list five Government contract references:

A) Agency Name: City of Key West

Address: 1600 N Roosevelt Blvd

City, State, & Zip Code: Key West, FL 33040

Contact's Name & Phone #: Chief Edward Perez 305-809-3796

B) Agency Name: Plant City Fire Rescue

Address: 604 E Alexander St

City, State, & Zip Code: Plant City, FL 33563

Contact's Name & Phone #: Chief David Burnett 813-757-9131

C) Agency Name: Muhlenburg Community Hospital EMS

Address: 440 Hopkinsville St

City, State, & Zip Code: Greenville, KY 42345

Contact's Name & Phone #: Troy Walker 270-377-3940

D) Agency Name: Montgomery County EMS

Address: 1608 Haynes St

City, State, & Zip Code: Clarksville, TN 37043

Contact's Name & Phone #: Jimmie Edwards 931-320-2800

E) Agency Name: Rutherford County EMS

Address: 606 E Burton St

City, State, & Zip Code: Murfreesboro, TN 37130

Contact's Name & Phone #: Elizabeth Crace 615-217-0064

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Tab 10c)

Please list all Subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE or SME Firms. Please specify the category for each Subcontractor or supplier.

Company Name: Passport Health

Address: 720 Cool Springs Blvd, Ste 200

City, State, & Zip Code: Nashville, TN 37067

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: RevSpring

Address: 2345 Gratiot Rd, SE

City, State, & Zip Code: Newark, OH 43055

Local Business _____ CBE Firm _____ SBE Firm _____

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PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (CONTINUED) (Tab 10c)

Company Name: ZirMed

Address: 888 W Market Street

City, State, & Zip Code: Louisville, KY 40202

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10d)

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Vendor's Signature

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

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ANTI-KICKBACK AFFIDAVIT (Tab 10e)

STATE OF FLORIDA }
} ss:
COUNTY OF BROWARD }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and Ambulance Medical Billing or its Contractors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Lauren Root

Title: Regional Sales Director

Sworn and subscribed before this

_____ day of _____, 20___.

_____
Notary Public
~~State of Florida at Large~~
State of Kentucky at Large
My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

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NON-COLLUSIVE AFFIDAVIT (Tab 10f)

State of Kentucky)
) ss:
County of McCracken)

I, Lauren Root, the undersigned authority, being first duly sworn, deposes and says that:

a) He/she is the (Owner, Partner, Officer, Representative or Agent) of Ambulance Medical Billing, the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Service; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Services;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10f)

Signed, sealed and delivered
in the presence of:

_____ By:_____
Witness

_____ Lauren Root
Witness (Printed Name)

Regional Sales Director
(Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10f)

ACKNOWLEDGMENT

State of Kentucky)

) ss:

County of McCracken)

BEFORE ME, the undersigned authority, personally appeared Lauren Root, to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this _____ day of _____, 20___.

_____
Notary Public
~~State of Florida at Large~~

State of Kentucky at Large
My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-DISCRIMINATION AFFIDAVIT (Tab 10g)

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: Regional Sales Director

Sworn and subscribed before this

_____ day of _____, 20_____.

_____

Notary Public

~~State of Florida at Large~~

State of Kentucky at Large

My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

BUSINESS/VENDOR PROFILE SURVEY (Tab 10h)

Name of Business: Ambulance Medical Billing

Address: 100 Fulton Court, Paducahm KY 42001

Phone No.: 855-347-1360

Contact Person (Regarding This Form): Lauren Root

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES -** Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES -** Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- XX **PROFESSIONAL SERVICES -** Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES -** Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES -** Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
  Business is claiming the CBE/SBE Preference; YES____ NO XX

  Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

  Business is claiming local Business Preference YES _____ NO XX
  (Choose below as applicable)
- ☐ A **Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. **Proof of Miramar residents employed will be required prior to AWARD.** N/A
- ☐ Business is domiciled within the City of Miramar city limits, complies with all City of Miramar licensing requirements and is current on all taxes. N/A

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

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QUESTIONNAIRE

See Tab 5 for answers to QUESTIONNAIRE.

Concluding Statement

AMB has reviewed the entire the City of Miramar Request for Proposal for EMS Billing Services. AMB is fully capable and willing to follow all specifications as described, all Performance Standard expectations, and all other requirements as detailed.

AMB is pleased to offer the City of Miramar with industry-leading billing service and results.

End of Proposal

3.
CONSENT AGENDA
March 2, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: March 2, 2016

Second Reading Date:

Presenter's Name and Title: L. Keith Tomey III, Fire-Rescue Chief, on behalf of the Fire-Rescue Department

Temp Reso Number: 5998

Item Description: Temp. Reso. No. 5998, AUTHORIZING THE EXECUTION AND SUBMISSION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF HEALTH, EMERGENCY MEDICAL SERVICES MATCHING GRANTS PROGRAM, FOR THE PURCHASE OF CARDIAC MONITOR/DEFIBRILLATORS AND MECHANICAL CARDIO-PULMONARY RESUSCITATION DEVICES IN THE AMOUNT OF $239,000; AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS AND ASSOCIATED MATCH REQUIREMENTS. (Fire-Rescue Chief L. Keith Tomey III)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial☐ Public Hearing ☐

Summary Explanation and Background: The City seeks to apply for grant funding from the Florida Department of Health for the Emergency Medical Services ("EMS") Matching Grants program for the purchase of cardiac monitor/defibrillators and mechanical cardio-pulmonary resuscitation devices in the amount of $239,000, 75 percent or $179,000 of which will be funded through grant dollars (if awarded). The EMS Matching Grants program was established to provide public and private EMS agencies the opportunity to fund new programs and support existing system delivery with new and improved equipment and/or training. The funding received from this grant will aid in providing the highest of pre-hospital care to our community. The grant requires applicants to provide matching funds of 25 percent of total project costs. The Fire-Rescue Department is proposing to have $60,000 budgeted in Fiscal Year 2017 for program expenses to be used to support the match requirements. The deadline for application for this grant is March 9, 2016.

Instructions for the Office of the City Clerk:

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: If awarded, the grant funds will be deposited into Fund 163, County and State Grants Fund. Total project cost is $239,000 of which $179,000 will be grant funded and

the remaining $60,000 will be budgeted in Fiscal Year 2017 budget line item 001-30-306-525-606400.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 5998**
- **Attachment(s)**
  - **Attachment 1: EMS Matching Grant Application Announcement for 2015-2016**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: L. Keith Tomey III, Fire-Rescue Chief, Fire-Rescue Department

DATE: February 16, 2016

RE: Temp. Reso. No. 5998, authorizing execution and submission of an application to the State of Florida Department of Health, Emergency Medical Services Matching Grant for the purchase of cardiac monitor/defibrillators and mechanical cardio-pulmonary resuscitation devices.

RECOMMENDATION: The City Manager recommends approval of Temp Reso. No. 5998, authorizing the execution and submission of an application to the State of Florida Department of Health, Emergency Medical Services ("EMS") Matching Grant for the purchase of cardiac monitor/defibrillators and mechanical cardio-pulmonary resuscitation devices in the amount of $239,000.

ISSUE: City Commission approval is required for the submission of an application for grant funding where the City is required to provide matching funds.

BACKGROUND: The City desires to apply for grant funding from the Florida Department of Health, EMS Matching Grants program to purchase cardiac monitor/defibrillators and mechanical cardio-pulmonary resuscitation devices. The EMS Matching Grant program is designed to fund public and private EMS agencies by providing them the opportunity to fund new programs and support existing system delivery with new and improved equipment and/or training. This funding will aid the City's Fire-Rescue Department in providing the highest of pre-hospital care to our community.

Staff has reviewed the grant guidelines and determined that the City's Fire-Rescue Department needs meet the eligibility criteria of the EMS Matching Grant.

If awarded, the grant requires applicants to provide matching funds of 25 percent (approximately $60,000) of total project costs. The Fire-Rescue Department is proposing that $60,000 be budgeted in budget line item 001-30-306-525-606400

for Fiscal Year 2017, for use to support the match requirements. The deadline for submission of the application is March 9, 2016.

Temp. Reso. No. 5998
2/16/16
2/18/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING THE EXECUTION AND SUBMISSION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF HEALTH, EMERGENCY MEDICAL SERVICES MATCHING GRANTS PROGRAM, FOR THE PURCHASE OF CARDIAC MONITOR/DEFIBRILLATORS AND MECHANICAL CARDIO-PULMONARY RESUSCITATION DEVICES IN THE AMOUNT OF $239,000; AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS AND ASSOCIATED MATCH REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Commission approval is required for the submission of an application for grant funding where the City is required to provide matching funds; and

WHEREAS, the City seeks to apply for grant funding from the Florida Department of Health, Emergency Medical Services ("EMS") Matching Grants program to purchase cardiac monitor/defibrillators and mechanical cardio-pulmonary resuscitation devices in the amount of $239,000; and

WHEREAS, the EMS Matching Grants program is designed to fund public and private EMS agencies by providing them with the opportunity to fund new programs and support existing system delivery with new and improved equipment and/or training; and

WHEREAS, Staff has reviewed the grant guidelines and determined that the City's Fire-Rescue Department needs meet the eligibility criteria of the EMS Matching Grants program; and

WHEREAS, the program requires applicants to provide matching funds of 25 percent of the total project costs (approximately $60,000); and

WHEREAS, the Fire-Rescue Department proposes to budget $60,000 in Fiscal Year 2017 to be used to support the match requirement; and

WHEREAS, the City Manager recommends authorization for the submission and execution of the grant application to the Florida Department of Health EMS Matching Grants program for the purchase of EMS medical equipment for a total project cost of $239,000, and for the acceptance of the grant funds and associated match requirements if the grant is awarded; and

WHEREAS, the City Commission finds that it is in the best interest of the citizens and residents of the City of Miramar to authorize the submission and execution of the grant application to the Florida Department of Health EMS Matching Grants program for the purchase of EMS medical equipment for a total project cost of $239,000, and for the acceptance of the grant funds and associated match requirements if the grant is awarded.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the submission of the grant application and supporting documentation to the Florida Department of Health Emergency Medical Services Matching Grants program is approved.

Section 3: That the City Manager is authorized to sign and submit the application and accept a grant award with associated match requirements, unless specifically rescinded, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Temp. Reso. No. 5998
2/16/16
2/18/16

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

Emergency Medical Services Grants

Emergency Medical Services (../advisory-councils-stakeholder-groups/ems-advisory-council/index.html) (http://www.floridahealth.gov/provider-and-partner-resources/advisory-councils-stakeholder-groups/ems-advisory-council/index.html)

Important Information Regarding 2015-2016 Matching Grants

ANNOUNCEMENT: THE FLORIDA EMERGENCY MEDICAL SERVICES (EMS) SECTION WILL ACCEPT MATCHING GRANT APPLICATIONS (documents/matching-grant-app-2013.doc) BEGINNING DECEMBER 1, 2015. THE APPLICATION DEADLINE IS MARCH 9, 2016, 4:00 P.M. EST.

You may submit more than one application, but each original and its copies must be labeled as such if sent in one package. For each request, send your completed (A) original application, (B) Request for Grant Fund Distribution Form, and (C) four copies to one of the following addresses. We will not accept applications via facsimile (fax) or email attachment.

Mailing Address:

EMS Matching Grants
DOH EMS Section, Grants
4052 Bald Cypress Way, A-22
Tallahassee, FL 32399-1722

Physical Address:

EMS Matching Grants
DOH EMS Section, Grants
4042 Bald Cypress Way, 2nd Floor
Tallahassee, FL 32399-1748

For assistance, please contact by phone at (850) 245-4440, extension 2734 or email (mailto:%20EMS@flhealth.gov).

The link below summarizes the types of grants that have been awarded over the past three years, including the June 1, 2015 awards. However, all projects that improve and expand EMS will be considered.
Three Year Award List (documents/awards-three-years.pdf)

Important Information Regarding 2015-2016 County Grants

We are pleased to announce that effective July 24, 2015, county governments may now request their annual emergency medical services (EMS) county grant funds. Counties may view the funding available for this year by clicking on the following link.
County Grant Funds (documents/county-amounts-2015.pdf) (The amount can be found in the Total Column)

To obtain the funds, the county must complete an original and one copy of: (1) the two-page application form, (2) the Request for Grant Fund Distribution page, and (3) a current resolution as described in Item #4 of the application. The application and Request for Grant Distribution forms can also be accessed at the links below. Counties should use their standardized format for resolutions. All resolutions received with the application must be current for this year's application.
EMS County Grant Application (documents/form-county-tabs.doc)

4.
RESOLUTIONS
March 2, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: March 2, 2016

Second Reading Date: N/A

Presenter's Name and Title: Thomas Good, Director of Public Works, on behalf of Public Works, and Randy Cross, Director of Procurement, on behalf of Procurement

Temp Reso Number: 5994

Item Description: Temp. Reso. No. 5994, APPROVING AN AGREEMENT WITH EROSION BARRIER INSTALLATION CORPORATION IN AN AMOUNT NOT-TO-EXCEED $72,000, FOR THE CONSTRUCTION OF DRAINAGE SYSTEM CANAL IMPROVEMENTS THROUGH THE UTILIZATION OF THE CITY OF MARGATE REQUEST FOR PROPOSALS NO. 2014-001, SUPPLY AND INSTALLATION OF CANAL BANK EROSION TUBING; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT. (Public Works Director Thomas Good and Procurement Director Randy Cross)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial☐ Public Hearing ☐

Summary Explanation and Background: The Public Works Department maintains the canals and lakes east of University Drive. Several of the canal and lake banks are experiencing erosion and failing seawalls.

In 2012, the City retained the services of RJ Behar and Associates to perform an Engineering Feasibility and Needs Assessment Study (the "Study") of a total of 632 private and City-owned waterfront properties along the City's canal systems. The results of the Study included a hydraulic analysis of the canals and an evaluation of the condition of the canal embankments along each waterfront property. The embankments of the waterfront properties were classified as poor, medium or good condition. A total of 119 properties were listed in poor condition.

In May, 2015, the Public Works Department, with assistance from the Procurement Department, solicited bids for repairs of the 119 properties that were classified as being in poor condition, utilizing sediment-filled geotextile tubes commonly called Geotubes.The City received only one responsive bid; however, the bid price significantly exceeded the available budget for the project. Prospective bidders who were contacted by Staff pointed to the large scope of work involved as the major reason for their non-response or disinterest in the City's project. Staff subsequently re-evaluated the project and programmed the work into phases by grouping the properties classified as poor into Groups 1 through 8 and establishing a sequence of construction based on the importance to Flood Control Management.

At the January 27, 2016 City Commission meeting an award of contract was approved by the City Commission for repair of the 12 properties listed in Group 1. This agenda item is to request City Commission approval to award a contract for the repair of the 12 properties listed in Group 2 (Miramar Park Community). The Project Manager is Bernard Buxton-Tetteh, Assistant Public Works Director.

City Commission approval is required to award a contract for the Historic City of Miramar Drainage System Improvement - Phase 2, to Erosion Barrier Installations Corporation in the amount of $72,000, under the

terms and conditions of City of Margate Request for Proposals No. 2014-001, entitled "Supply and Installation of Canal Bank Erosion Tubing", and for authorization for the City Manager to execute an appropriate agreement.

Instructions for the Office of the City Clerk: Please return all executed originals to the Director of Public Works.

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funds totaling $72,000 are budgeted in CIP Project Account No. 388-50-800-537-000-606510-52021, entitled "Historic Miramar Canal-CIP Construction".

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. 5994**
  - **Exhibit A: Form Agreement with Erosion Barrier Installations Corporation**
  - **Exhibit B: City of Margate Contract with Erosion Barrier Installations Corporation**
- **Attachment(s)**
  - **Attachment 1: City of Margate Request for Proposals No. 2014-001**
  - **Attachment 2: Grouping of Poor Embankment Condition Properties**
  - **Attachment 3: Property Matrix Identified in Study**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Thomas Good, Director of Public Works and
Randy Cross , Director of Procurement

DATE: March 2, 2016

RE: Temp. Reso. No. 5994, approving an agreement with Erosion Barrier Installations Corporation in an amount not-to-exceed $72,000 for the construction of drainage system canal improvements, utilizing the City of Margate Request for Proposals No. 2014-001.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5994, approving and authorizing execution of an agreement with Erosion Barrier Installations Corporation (the "Vendor") in an amount not-to-exceed $72,000, for the construction of drainage system canal improvements, utilizing the City of Margate Request for Proposals No. 2014-001, entitled "Supply and Installation of Canal Bank Erosion Tubing".

ISSUE: Pursuant to City Code Section 2-412(a)(1), City Commission approval is required for all expenditures exceeding $50,000 per vendor.

BACKGROUND: The Public Works Department maintains the canals and lakes east of University Drive. Several of the canal and lake embankments are experiencing erosion and failing seawalls. The erosion of the embankments is also contributing to the degradation of the water quality in the canal.

In 2012, the City retained the services of RJ Behar and Associates to perform an Engineering Feasibility and Needs Assessment Study (the "Study") of the City's canal systems. The results of the Study included a hydraulic analysis of the canals and an evaluation of the condition of each of the canal embankments along a total of 632 private and City-owned waterfront properties. The Study classified the condition of the embankments of each of the waterfront properties as "Poor", "Medium", or "Good", depending on shoreline conditions as visually observed from boat inspections.

The embankments of 119 waterfront properties were classified as "Poor", 346 were classified as "Medium" and 167 were classified as "Good". The properties classified as in "Poor" condition were canal embankments that exhibited advanced levels of deterioration, section loss, undermining and/or scour. The "Medium" condition canal embankments exhibited moderate deterioration while the "Good" embankments exhibited minor or superficial deficiencies.

In May, 2015, the Public Works Department, with assistance from the Procurement Department, solicited bids for repairs to the 119 properties classified as being in poor condition utilizing sediment-filled geotextile tubes commonly called Geotubes. The sediments used for the Geotubes are removed from the bottom of the canals, if deemed suitable. This process serves as a partial dredging of the canals and helps improve the water quality in the canals.

The City received only one responsive bid, in the amount of $2,782,260, which far exceeded the available budgeted amount of $550,000. Prospective bidders for this project were contacted to determine the reason for their non-response or disinterest in the City's project. A majority of the vendors contacted pointed to the large scope of work involved and the difficulty for vendors to obtain performance bonds at the value of the project.

Staff re-evaluated the project and determined that it would be beneficial to the City and more attractive to vendors if the project was packaged in smaller sections. Staff programmed the project into phases by grouping the properties categorized as "Poor" into Groups 1 through 8 and establishing a sequence of construction based on the proximity of the properties to existing canal outfalls.

At the January 27, 2016 City Commission meeting, an award of contract was approved by the City Commission for repair of the 12 properties listed in Group 1.

Staff recently identified a more cost effective City of Margate contract with a scope of work that also utilizes Geotubes for the repair of canal embankments. The City of Margate competitively solicited and awarded the contract to Erosion Barrier Installations Corporation under Request for Proposals No. 2014-001, entitled "Supply and Installation of Canal Bank Erosion Tubing". The contract was awarded on May 7, 2014, for an initial three-year contract term with options to renew for two one-year terms.

Staff of the Procurement Department have reviewed the City of Margate contract and determined that the procurement process, terms of the contract, and pricing of the products, are satisfactory and beneficial to the City.

Funding of $72,000 for the construction services will be expended utilizing CIP Project Account No. 388-50-800-537-000-606510-52021, entitled "Historic Miramar Canal-CIP Construction".

Temp. Reso. No. 5994
2/15/16
2/18/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AN AGREEMENT WITH EROSION BARRIER INSTALLATION CORPORATION IN AN AMOUNT NOT-TO-EXCEED $72,000, FOR THE CONSTRUCTION OF DRAINAGE SYSTEM CANAL IMPROVEMENTS THROUGH THE UTILIZATION OF THE CITY OF MARGATE REQUEST FOR PROPOSALS NO. 2014-001, SUPPLY AND INSTALLATION OF CANAL BANK EROSION TUBING; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Department maintains the City-owned lake and canal systems east of University Drive; and

WHEREAS, several of the canal and lake banks are experiencing erosion and failing seawalls; and

WHEREAS, in 2012, the City retained the services of RJ Behar and Associates to perform an Engineering Feasibility and Needs Assessment Study (the "Study") of a total of 632 private and city-owned waterfront properties along the City's canal systems; and

WHEREAS, the results of the Study included a hydraulic analysis of the canals and an evaluation of the condition of each of the canal embankments; and

WHEREAS, the study classified the condition of 119 properties as "Poor", 346 properties as "Medium" and 167 properties as "Good"; and

WHEREAS, staff programmed the project into phases by grouping the Poor properties into Groups 1 through 8 and establishing a sequence of construction based on the importance to Flood Control Management; and

WHEREAS, at the January 27, 2016 City Commission, meeting an award of contract was approved by the City Commission for repair of the 12 properties listed in Group 1; and

WHEREAS, the City of Margate competitively solicited and awarded a contract to Erosion Barrier Installations Corporation under City of Margate Request for Proposals No. 2014-001, entitled "Supply and Installation of Canal Bank Erosion Tubing"; and

WHEREAS, the contract was awarded on May 7, 2014, for an initial three-year term with options to renew for two one-year terms; and

WHEREAS, the Procurement Department has reviewed the City of Margate contract and determined that the procurement process, terms of the contract, and pricing of the products, are satisfactory and beneficial to the to the City of Miramar; and

WHEREAS, this agenda item is to request City Commission approval to award a contract to Erosion Barrier Installations Corporation for the repair of the twelve (12) properties listed in Group 2, under the terms and conditions of City of Margate RFP 2014-001, "Supply and Installation of Canal Bank Erosion Tubing"; and

WHEREAS, the City Manager recommends approving the award of the contract to Erosion Barrier Installations Corporation in an amount not-to-exceed $72,000, for the repair of the 12 properties listed in Group 2, utilizing City of Margate Request for Proposals No. 2014-001; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to award and authorize the City Manager to execute an appropriate agreement with Erosion Barrier Installations Corporation in an amount not-to-exceed $72,000, for the repair of the 12 properties listed in Group 2, utilizing City of Margate Request for Proposals No. 2014-001.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the award of an agreement to Erosion Barrier Installations Corporation in an amount not-to-exceed $72,000, for the repair of the 12 properties listed in Group 2, utilizing City of Margate Request for Proposals No. 2014-001.

Section 3: That the City Manager is authorized to execute an agreement with Erosion Barrier Installations Corporation in the form attached hereto as Exhibit "A", together with such non-substantial changes as are deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That appropriate City staff is authorized to do all things necessary to carry out the aims of this Resolution.

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved this RESOLUTION as to form:

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

Exhibit A

CITY OF MIRAMAR AGREEMENT FOR CANAL BANK RESTORATION SERVICES
(Piggyback Competitive Award)

This Agreement (the "Agreement") is made this ____ day of _____, 2016, between the City of Miramar, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 2300 Civic Center Place, Miramar, Florida 33025 (the "City"), and Erosion Barrier Installations Corporation, whose address is 10400 State Road 84, Building 11, Unit 105, Davie, Florida, 33324 (the "Contractor"), individually referred to herein as a "Party" and jointly referred to as the "Parties."

WITNESSETH

WHEREAS, the Contractor wishes to enter into this Agreement with City to provide to the City supply and installation of canal bank erosion tubing and related services at on properties located within the City; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Margate, Florida and the Contractor as set forth in the City of Margate, Florida Request for Proposals 2014-001 entitled "Supply and Installation of Canal Bank Erosion Tubing" ("the RFP"); and

WHEREAS, City Code of Ordinances ("Code") Section 2-413(6) authorizes the City to utilize the contracts of other governmental agencies in the State of Florida, without resort to the City's standard competitive procurement procedures, provided that the contract to be utilized is based strictly on competitive bids or proposals, and not on any preference; and

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. **Term.** The term of this Agreement commences upon full execution hereof and continues through for one year, unless terminated earlier by its terms.

Section 2. **Contract Terms.** The Contractor agrees to provide the City with the canal bank restoration services, including labor, materials, permits and licenses, as required to restore and repair canal embankments along properties in the City with installation of sediment-filled canal bank erosion tubing, site restoration and related services as set forth in the Contractor's contract with the City of Margate dated May 7, 2014, attached as Exhibit "B". These services are hereafter referred to as the "Work". The exhibit hereto is incorporated into this Agreement for all purposes (collectively, the "Contract Documents"). In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, and Exhibit "B".

Section 3. **Additional Provisions.** The following additional provisions are made applicable to this Agreement:

A. City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Utilities Director Tom Good (or her designated representative) shall be the City Representative, and may be reached at 954-883-6815.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit

applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The “City of Miramar” shall be deemed substituted for “City of Margate, Florida” with regard to any and all provisions of the RFP, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in the RFP (including Contractor’s proposal) are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence Work on the project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City’s sole discretion, has been provided to and approved by the City. Contractor shall complete the work in accord with the contract documents.

E. Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either Party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City’s information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all

documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Section 4. Open-End Contract. The Contractor acknowledges that this Agreement is an open-end contract. Accordingly, no guarantee is expressed or implied as to the total quantity of commodities/services to be purchased hereunder or under any renewal. The City reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order to Contractor, or use another contractor for the same or similar services. No purchase hereunder is authorized without a written order by the City containing the quantity, time of delivery and other pertinent data. Notwithstanding the foregoing, for items urgently required, the Contractor may be given telephone notice, to be confirmed by an order in writing.

Section 5. **Assignment.** Neither Party may assign its rights or obligations under this Agreement without the consent of the other.

Section 6. **Jurisdiction and Venue.** The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida.

Section 7. **Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida, Florida 33025

Copy to: Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

For Contractor: Erosion Barrier Installations Corporation
10400 State Road 84, Building 11, Unit 105
Davie, Florida 33324

Section 8. **Severability**. This Agreement sets forth the entire Agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Miramar

By: _____ Date: _____
Kathleen Woods-Richardson, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
FOR THE USE OF AND RELIANCE
BY THE CITY OF MIRAMAR ONLY:

By: _____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

By: _____ Date:_____
Denise Gibbs, City Clerk

(Continued on next page)

CONTRACTOR:
EROSION BARRIER INSTALLATION CORPORATION

By: _____ Witness: _____

_____ _____
PRINT NAME

_____ Date: _____
TITLE

Date: _____

EXHIBIT "B"

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 12-482

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, AWARDING REQUEST FOR PROPOSAL (RFP) NO. 2014-001 SUPPLY/INSTALL CANAL BANK EROSION TUBING FOR THE DEPARTMENT OF PUBLIC WORKS TO EROSION BARRIER INSTALLATIONS CORPORATION AS PER THE ITEMIZED CONTRACT PRICING; PROVIDING FOR AN INITIAL CONTRACT TERM OF THREE (3) YEARS WITH OPTIONS TO RENEW FOR AN ADDITIONAL TWO (2) ONE (1) YEAR TERMS, PROVIDING FOR AVAILABILITY OF FUNDING

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate hereby approves the award of RFP No. 2014-001, Supply/Install Canal Bank Erosion Tubing for the Department of Public Works as per the itemized contract pricing, providing for an initial contract term of three (3) years with options to renew for an additional two (2) one (1) year terms.

SECTION 2: That the Mayor and City Manager are hereby authorized and directed to execute a contract and/or purchase order for same.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 7th day of May, 2014.

ATTEST:

JOSEPH J. KAVANAGH
CITY CLERK

LESA PEERMAN
MAYOR

RECORD OF VOTE

Talerico	Yes
Donahue	Yes
Ruzzano	Yes
Simone	Yes
Peerman	Yes

CONTRACT

THIS CONTRACT, made and entered into this 7 day of May, 2014, by and between:

CITY OF MARGATE, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "**CITY**"); and **EROSION BARRIER INSTALLATIONS CORPORATION**, (hereinafter referred to as "**CONTRACTOR**").

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

1. CONTRACTOR shall comply with the requirements and specifications as set forth in RFP 2014- 001 to supply and install canal bank erosion barrier, a copy of which is attached and made part thereof as if set forth in full.

2. CONTRACTOR shall in accordance with instructions received from the CITY supply and install canal bank erosion barrier in the canal areas specified by the CITY of Margate from the date of this agreement for a period of three (3) years with an option to renew for an additional two (2) one (1) year terms under such terms and in accordance with such specifications as may from time to time be specified by the CITY.

3. CONTRACTOR shall be responsible for damage to public or private property caused by operations under this contract. Such property shall include but not be limited to trees, shrubs, fencing, legally permitted irrigation systems and lines and sod on homeowner's property. The CITY shall be responsible for replacing sod on the exposed surface area of the installed geo tube filter material.

4. The CITY shall issue written notification to the homeowners in the affected work areas prior to commencement of work. CONTRACTOR shall be responsible for immediately reporting to the CITY any complaints from homeowners or irregularities arising from work being performed under the terms of this contract.

5. It shall be the responsibility of the CONTRACTOR to measure all sites to be serviced prior to the start of any work. This measurement shall be coordinated with the CITY's Public Works Department and witnessed by a department designee. At the time of measurement the CONTRACTOR and CITY designee shall determine the number of layers of geo tube filter material that is needed for any section(s). CONTRACTOR may not begin work in any area prior to receiving authorization to proceed from the Director of Public Works or his designee.

6. CONTRACTOR may in accordance with the terms set forth in the RFP package store materials and/or equipment at the CITY's Public Works Facility in a manner prescribed by the Director of Public Works. CITY shall in no way be responsible for materials and/or equipment left at work sites or stored at the Public Works Facility.

ARTICLE I

THE CONTRACT DOCUMENTS

The Contract Documents consist of all of the following: Notice of Advertisement, Request for Proposal Package 2014-001, Contractor Response to RFP 2014-001 and all attachments, Certificate(s) of Insurance and supplemental documentation, any addenda, additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2

SCOPE OF THE WORK

CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the work required by the Contract Documents for:

RFP NO. 2014-001 SUPPLY AND INSTALLATION OF CANAL BANK EROSION TUBING

ARTICLE 3

CONTRACT TIME

A Blanket Purchase Order shall be issued to the CONTRACTOR and orders called in on an "as needed basis". CONTRACTOR shall bill the CITY for services rendered and payment shall be upon acceptance by the CITY.

ARTICLE 4

CONTRACT SUM

1. CITY shall pay to CONTRACTOR the amount due in accordance with the schedule of pricing as stated in the RFP. Payment shall be. CONTRACTOR shall submit a properly executed invoice after full completion of an agreed upon phase of work.

2. Installation Cost

   A. **12.5' Circumference Tubing:** Cost of routine installation of the first layer consisting of 404 woven 12.5' geo-textile material for canal bank restoration is $19.00 per linear foot. Cost of routine installation of the second layer consisting of 6oz. non-woven 12.5' geo-textile material for canal bank restoration is $18.00 per linear foot. Cost of routine installation of the third and all higher layers consisting of 6oz. non-woven 12.5' geo-textile material for canal bank restoration is $15.00 per linear foot.

   B. **7.5' Circumference Tubing:** Cost of routine installation of the second and all higher layers* consisting of 6oz. non-woven 7.5' geo-textile material for canal bank restoration is $12.00 per linear foot.
   (*Note: 7.5' circumference tubes are only used on second and third layer applications when the first layer is 12.5' circumference material as priced in above under Item A.)

   C. **Sodding of Completed Construction Area*:** Cost of sod (supplied, delivered and installed) is $.35 per square foot. An additional $.10 per square foot shall apply to sod installation at limited access work sites when wheel barrow delivery of the sod to the installation area is required. Sod installation requiring stapling to secure the first layer of sod to the tubing shall be provided at a cost of $.15 per staple.
   (*Note: CITY reserves the right to contract directly with a sod provider for the installation of sod. The sod installation prices noted above shall be utilized <u>only</u> when the CITY elects to use the tubing CONTRACTOR for sod installation.

ARTICLE 5

PAYMENT

1. The CONTRACTOR shall requisition payment for work completed by submitting properly executed invoices.

Upon mobilization, CONTRACTOR shall submit to CITY an invoice for 50% of the estimated total cost for the work. CITY shall review the invoice, and upon approval by user department, process the invoice for payment to cover the cost of materials or for work performed and completed. Work shall be requisitioned on an "as needed basis". CONTRACTOR shall invoice for work completed and payment shall be made upon acceptance by the CITY. Final payment shall be made for each upon full completion of work as determined by the CITY together with properly executed releases of liens by all subcontractors, suppliers and materialmen as may be required by CITY. CITY shall make payment to CONTRACTOR within 30 calendar days after its approval.

2. CITY may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

a. Defective work not remedied.

b. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.

c. Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.

d. Damage to the CITY or another contractor not remedied.

e. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract time

f. Reasonable evidence that the work will not be completed within the Contract Time.

g. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the CITY to the CONTRACTOR when all outstanding work has been completed and all controversy regarding the preceding has been settled to the CITY'S satisfaction.

ARTICLE 7

MISCELLANEOUS PROVISIONS

1. Terms used in this Agreement which are defined in the Special and General Conditions of the Contract shall have the meanings designated in those Conditions.

2. This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

3. Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

4. CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

5. This agreement, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This agreement may only be modified by amendment in writing signed by each party.

6. CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR

COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

7. DISPUTES: NOT WITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS CONTRACT, ANY DISPUTE ARISING UNDER THIS CONTRACT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER OF CITY OF MARGATE, FLORIDA AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

IN WITNESSETH WHEREOF, CITY and CONTRACTOR have signed this Contract in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF MARGATE

Lisa Peerman

Lesa Peerman, Mayor

7 day of May, 2014

Jerry A. Blough, City Manager

7 day of May, 2014

ATTEST:

Joseph J. Kavanagh, City Clerk

7 day of May, 2014

APPROVED AS TO FORM:

Eugene M. Steinfeld, City Attorney

7 day of May, 2014

AGREEMENT BETWEEN CITY OF MARGATE AND CONTRACTOR FOR WORK TO BE PERFORMED AS PER RFP 2014-001 - SUPPLY AND INSTALLATION OF CANAL BANK EROSION TUBING

CONTRACTOR

FOR CORPORATION: EROSION BARRIER INSTALLATIONS

President

23rd day of APRIL, 2014

(CORPORATE SEAL)

Secretary

23 day of April, 2014

AGREEMENT BETWEEN CITY OF MARGATE AND CONTRACTOR FOR WORK TO BE PERFORMED AS PER RFP 2014-001 - SUPPLY AND INSTALLATION OF CANAL BANK EROSION TUBING

CITY OF MARGATE

RFP 2014-001

SUPPLY AND INSTALLATION OF CANAL BANK EROSION TUBING

PROPOSAL SUBMISSION DATE: TUESDAY, MARCH 4, 2014

PROPOSAL SUBMISSION TIME: 11:00 AM

BID BOND REQUIRED: NO

ALL PROPOSALS MUST BE RECEIVED PRIOR TO THE DATE AND TIME SPECIFIED ABOVE.

JANUARY 2014

CITY OF MARGATE

REQUEST FOR PROPOSAL

RFP 2014-001 SUPPLY AND INSTALLATION OF CANAL BANK EROSION TUBING

A. SUBMISSION OF PROPOSAL

1. The City of Margate, Florida will accept sealed proposals until 11:00 AM, Tuesday, March 4, 2014 for the purpose of selecting a firm to supply and install erosion barrier tubing at various canal locations for the Margate Department of Public Works Stormwater Division located at 102 Rock Island Road, Margate, Florida 33063. A pre-proposal conference will be held on Wednesday, February 12, 2014 at 10:00 AM at the above address and location.

2, **NO FAXED OR ELECTRONICALLY SENT PROPOSALS WILL BE ACCEPTED.** Any proposals received after the above date and time will not be accepted nor considered. It shall be the sole responsibility of the proposer to have their proposal delivered to the Purchasing Division, Finance Department, City of Margate, City Hall, 5790 Margate Blvd., Margate, FL 33063 prior to the proposal opening date and time.

3. One marked "Original" signed copy and seven (7) photocopies **(NO THREE RING BINDERS PLEASE)** shall be submitted in one sealed package, clearly marked on the outside, **"SEALED PROPOSAL FOR SUPPLY AND INSTALLATION OF CANAL BANK EROSION TUBING", RFP NO. 2014-001** and addressed to:

City of Margate
Purchasing Division
City Hall Finance Department
5790 Margate Boulevard
Margate, FL 33063

4. On the Proposal Page the proposer (corporation, firm, partnership, individual) shall clearly indicate the legal name, address, and telephone number of the proposer. All proposals must be signed by a person having the authority to bind the proposer (corporation, firm partnership, individual to the proposal submitted.

5. In order for a proposal to be deemed complete the following must be submitted:

   a. Proposal Signature Form completed with a manual signature by an authorized company representative, and all other information furnished in the spaces provided.
   b. Price Schedule Proposal Submission
   c. Proof of Insurance as required by proposal

d. Equipment and Manpower Listing
e. Non-Collusion Affidavit
f. Proposal Security, if required
g. Reference Sheet
h. Drug-Free Workplace Program Form
i. Copies of all licenses including business, contractor and pesticide if required
j. Any other attachment you deem necessary, with a clear reference to the applicable section of the Request for Proposal for any additional information furnished. Attachment pages should indicate the company name and page XX of XX.

B. PRE-PROPOSAL CONFERENCE

The City will conduct a pre-proposal conference for all prospective proposers on **Wednesday, February 12, 2014 at 10:00 AM** at the Department of Public Works Administration Building, 102 Rock Island Road, Margate, FL 33063.

Proposers are highly encouraged to addend the pre-proposal conference and present all questions regarding the scope of services during this time period. However, any technical questions not addressed at the pre-proposal conference can be directed to the Purchasing Division in the manner and within the time frame detailed below.

C. FURTHER INFORMATION

Each proposer shall examine and review the Request for Proposal documents. Should clarification or additional information be required a written request must be submitted to the Purchasing Division no later than seven (7) days prior to the date for submission. Questions may be emailed to Purchasing Division at purchase@margatefl.com. At its discretion, the City may answer such inquiries by means of a written addendum. The City shall not be responsible for oral information given by any city employee or other person. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If addenda are issued to the Request for Proposal, the city will attempt to notify all known prospective proposers, however, it shall be the responsibility of the each proposer, prior to submitting their proposal, to contact the Purchasing Division at (954) 972-6454 to determine if addenda were issued and to make such addenda a part of the proposal.

D. PURPOSE/INTRODUCTION

The City of Margate Stormwater Utility Division is seeking proposals for the refurbishment of canal banks by means of flexible erosion barrier tubing on an as needed basis. The City has not budgeted funds for canal bank refurbishment in the current fiscal year. Pricing established as a result of this Request for Proposal shall be utilized for services in the event of emergency funding becomes available or should regular funding be budgeted for these services at a later time. Any contract resulting from this Request for Proposal shall be for a period of three (3) years with an option to renew for two additional one (1) year periods.

The City's ultimate goal is to accomplish the following:

- Prevent erosion of canal banks
- Improve the aesthetics and grade of canal banks
- Remove and recycle canal bed sediment
- Improve the quality of stormwater operations

E. SCOPE OF SERVICES

The selected vendor shall provide all labor, equipment and materials necessary to install the erosion barrier tubing in an efficient and effective manner that meets all requirements of the Stormwater Utility Division. All tubing will be filled with sediment, bio-mass and sand obtained from the canal floor by the vendor's operations. If any item removed from the canal floor by the vendor is too large to fit into the tubing, the vendor can deliver it to the City's Public Works Facility for disposal by the City.

All tubing put in place by the vendor shall be secured to the canal bank by the use of stakes. Tubing shall not be secured to any other object on the canal bank or any object on a homeowner's property. All stakes used must be removed or driven below grade once the tubing has been filled. The City reserves the right to determine if additional applications of tubing will be needed to bring the canal bank up to the desired grade.

Prior to the start of any phase of work, the vendor will be required to visit the area(s) to be serviced and provide the City with a written estimate based on cost per linear foot. Estimates will be reviewed and approved by the Stormwater Utility Division prior to an authorization to begin work being issued.

The selected vendor will be allowed to store equipment and materials at the City of Margate Public Works facility located at 102 Rock Island Road, Margate, Florida for the duration of any given phase of work. However, all storage must be done in an area and manner approved by the administration of Public Works.

F. PERSONNEL AND EQUIPMENT

The Contractor shall employ personnel competent to perform the work specified herein. The City reserves the right to request the removal of a contractor's employee from performing maintenance on the City's grounds where such employee's performance or actions are obviously detrimental to the program.

Contractor shall provide all employees with color coordinated uniforms, with the contractor's business name and/or logo clearly indicated, that shall meet the City's public image requirements and be maintained by Contractor so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees.

Contractor shall keep all vehicles in good repair, free from leaking fluids, properly registered.

Contractor shall keep all equipment in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City. The contractor shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

Include the following information in this section:

- What is the average number of personnel assigned to each job site?
- Will you at all times during hours of operation have trained and knowledgeable supervisory personnel on each job site who will be able to effectively communicate with City personnel regarding the operation should the need arise?
- Supply a complete list of all equipment (rented, leased or owned) to be utilized in the execution of this contract and where the equipment is located.
- Are your vehicles clearly identifiable by company name and logo?

G. MATERIAL

The tube materials used in the performance of work outline herein shall be of sufficient quality to meet or exceed the following specifications:

First layer: Minimum 404 woven filter-weave textile
Second and higher layers: Minimum of 6 oz. non-woven textile tubing

Each proposer MUST include with their proposal a specification sheet outlining the materials (identified by layer of use) that are proposed for use in the performance of work outlined herein.

H. COMPANY STATEMENT

Contractor shall supply an overview of their firm, provide resumes of supervisory personnel to be assigned to the project, and describe the scope of services proposed. A brief statement must be included which explains why your approach and plan would be the most effective and beneficial to the City of Margate.

I. FIRM'S QUALIFICATIONS AND REFERENCES

This section of the proposal should give a description of the firm, including size, range of activities, etc. Particular emphasis should be given as to how the firm-wide expertise and experience will provide the best service to the needs of the City in the following areas:

- Describe the quality of the erosion barrier fabric used in your operations and clearly explain how it will meet or exceed the standards required to fulfill the purpose of this RFP. Please include specification sheets if available.
- Describe your plan on billing the City for work performed. Does your firm require advanced payment for mobilization? If so, what percentage of the total job cost? (Provide samples of invoices and statements).

- Describe the measures that your firm will put in place to ensure that no harmful chemicals or substances will be introduced into the water supply?
- How many years has your company been providing this type service? (Provide copies of letters of recommendation if desired)

The contractor must be proven and reliable in furnishing the same type and level of services required by the City and show that they have sufficient resources and support staff to adequately service the City.

A minimum of three references from firms or municipalities of a similar size and scope of work for whom you have or are currently performing work for must be provided. Phone numbers and contact names must be included.

Proposer must be financially stable and provide documentation to that effect if requested by the City.

J. PRICE PROPOSAL

Submit your firm fixed fee price proposal on a separate page with your submission signed by a representative authorized to bind your firm by signature. Price proposal shall be broken down to indicate the cost for installation of the first 1 to 2 layers and installation of the 3rd and all higher layers. For evaluation purposes, the average of the cost factors will be used to determine ranking under the price evaluation criteria with the lowest cost receiving the most points.

Including mobilization, materials, labor and all incidentals, what cost per linear foot will your firm charge for the following:

Installation of the first 1 to 2 layers (Price to be given per linear foot)
Installation of the 3rd and all higher layers (Price to be given per linear foot)

K. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

Proposals will be evaluated in accordance with weighted criteria listed below:

Description	Point Range
Firms Qualifications, Expertise & Experience	30
Quality of Erosion Barrier Fabric	25
Price Proposal	20
Personnel and Equipment	15
References	10

Some of the proposers may be selected for an interview prior to being presented for a recommendation to award. As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

L. SCHEDULE OF EVENTS

The schedule of events, relative to the procurement shall be as follows:

EVENT	DATE (ON OR BY)
1. Issuance of Requests for Proposals	January 21, 2013
2. Pre-Proposal Conference	February 12, 2014
3. Submission of Proposals	March 4, 2014
4. Proposal Evaluations	March 10, 2014
5. Oral Presentations (if needed)	March 13, 2014
5. Contract Negotiations	March 18, 2014
6. Award of Contract	April 2, 2014

The City reserves the right to delay scheduled dates.

M. PAYMENT

Payments to the contractor shall be paid on a weekly basis for work that has been completed and accepted by the City. Payment shall be based on the submitted per cut or per service cost proposed by the Contractor. No partial payments shall be made for work in progress and not yet accepted by the City. Invoices shall be submitted to the Contract Administrator, or his designee for goods and services delivered. Invoices shall not reflect sales tax. The City reserves the right to withhold and/or reduce an appropriate amount of any payments for goods or services not received or for unsatisfactory performance of contractual requirements.

N. GENERAL CONDITIONS

A. PUBLIC ENTITY CRIMES INFORMATION STATEMENT: "A person or Affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplies, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

B. DISCRIMINATORY VENDOR LIST: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work,

may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

C. EXPENSES: All expenses for making the proposal to the City are borne by the Proposer.

D. Any proposal may be withdrawn up until the date and time set forth for the opening of proposals. Any proposal not withdrawn shall constitute an irrevocable offer for a period of 90 days or until one or more of the proposals have been duly accepted and a contract is awarded. No guarantee or representation is made herein as to the time between the proposal opening and subsequent award.

E. All applicable laws and regulations of the U.S. Government, State of Florida, Broward County and ordinances and regulations of the City of Margate will apply to any resulting agreement.

F. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the city and shall contain, as a minimum, applicable provisions of the Request for Proposal. The city reserves the right to reject any agreement that does not conform to the Request for Proposal and any city requirements for agreements and contracts.

G. CONFLICT OF INTEREST – For purposes of determining any possible conflict of interest, all Proposers must indicate if any City of Margate employee is an owner, corporate officer, or employee of their business. If such relationship(s) exist, the Proposer must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.13.

H. COPYRIGHTS AND PATENT RIGHT – Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this proposal, and successful proposer agrees to hold the city harmless from any and all liability, loss or expense by any such violation.

I. TAXES – The City of Margate is exempt from any taxes imposed by the State and Federal Governments. Exemption certificates will be provided upon request.

J. RETENTION OF RECORDS AND RIGHT TO ACCESS CLAUSE – The successful proposer shall preserve and make available all financial records, supporting documents, statistical records and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these (5) years, the records shall be retained until resolution of audit finding.

K. ANTI-COLLUSION STATEMENT – By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud.

L. ASSIGNMENT – Successful Proposer may not assign or transfer this contract in whole or part without prior written approval of the City of Margate.

M. TERMINATION FOR CONVENIENCE OF CITY – Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the successful Proposer, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the city's convenience whenever the city determines that such termination is in the best interests of the city. Where the agreement is terminated for the convenience of the city the notice of termination to the successful proposer must state that the contract is being terminated for the convenience of the city under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

N. LITIGATION VENUE- The parties waive the privilege of venue and agree that all litigation between them shall take place in the state court in Broward County, Florida. The parties agree to waive jury trial for all disputes.

O. CANCELLATION FOR UNAPPROPRIATED FUNDS - The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

P. GOVERNMENT RESTRICTIONS - In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items/services offered on the proposal prior to delivery/performance, it shall be the responsibility of the Contractor to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Margate reserves the right to accept any such alteration, including any price adjustments occasioned hereby, or to cancel the contract at no further expense to the City.

Q. Proposer warrants that the product supplied to the City of Margate conforms in all respects to the standards set forth in the Occupational Safety and Health Act and its amendments and to any applicable industry standards.

R. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

S. Warranty - Successful offeror warrants that all equipment and materials to be supplied pursuant to the Agreement will be merchantable, of good quality and free from defects, whether patent or latent in material and workmanship.

Successful offeror warrants all materials and workmanship for a minimum of one (1) year from date of completion and acceptance by city. If within one (1) year

after acceptance by City, or within such larger periods of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, successful offeror shall promptly after receipt of written notice from City to do so, correct the work unless City has previously given successful offerer a written acceptance of such condition. This obligation shall survive termination of the contract.

Warranty of Fitness for a Particular Purpose – Successful offeror warrants the equipment shall be fit for and sufficient for the purpose(s) intended and outlined within this proposal package. Successful offeror understands and agrees that City is purchasing the equipment in reliance upon the skill of successful offeror in furnishing the equipment suitable for the purpose stated. If the equipment cannot be used in the manner stated in the proposal, then City, at its sole discretion, may return the equipment to successful offeror for a full refund of any and all monies paid for the equipment.

Warranty of Title – Successful offeror warrants that all equipment delivered under the contract shall be of new manufacture and that successful offeror possesses good and clear title to said equipment and there are no pending liens, claims or encumbrances whatsoever against said equipment.

T. The Contractor shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Contract Documents to be provided by the Owner) to property at the site caused in whole or in part by the Contractor, a contractor of the Contractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

U. CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

V. INDEMNIFICATION: CONTRACTOR AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE CITY, THEIR OFFICERS AND EMPLOYEES, FROM OR ON ACCOUNT OF ALL DAMAGES, LOSSES, LIABILITIES AND COSTS TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS OR INTENTIONAL WRONGFUL MISCONDUCT OF THE CONTRACTOR AND PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF THIS CONTRACT.

W. WORKING HOURS AND INSPECTIONS: The City of Margate's working hours are Monday through Thursday 8 AM – 6 PM. CONTRACTOR must plan for and schedule inspections within the CITY'S working hours.

CONTRACTOR can perform work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the CITY 48 hours in advance. All requests must be approved by the City Manager.

X. NO WAIVER: No waiver of any provision, covenant or condition within this agreement or of the breach of any provision, covenant or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant or condition.

Y. CONTRACTOR Deliverables:

78.1 Engineering Permit – three (3) sets of hard copies plus one (1) pdf copy
78.2 Engineer's cost estimate or copy of contract.
78.3 Building Permit – three (3) sets (non R/W projects only)
78.4 Shop drawings – Five (5) sets
78.5 Record Drawings (as builts) – two (2) sets of hard copies (one full and one half size)
78.6 Record Drawings (as builts) – one (1) pdf copy
78.7 Record Drawings (as builts) – one (1) AutoCAD (2010 ver.)
78.8 Record Drawings/as built survey – one (1) AutoCAD (2010 ver.) in state plane coordinates
78.9 Operation and Maintenance Manuals – three (3) hard copies plus one (1) PDF copy.

Z. All Contractors/Vendors are directed to make all contact regarding this solicitation and during the evaluation process of this project through the Purchasing Division of the City of Margate. Contractors are not to contact any member of the

selection/evaluation committee. Any and all correspondence must be directed to the Purchasing Division, City of Margate, **5790 Margate Boulevard, Margate, FL 33063 or by email at purchase@margatefl.com.**

AA. BID SECURITY, BONDS: Each bid (if required) shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Bid Documents. Said check or bond shall be made payable to the CITY and shall be given as guarantee that the Bidder, if awarded the Bid will enter into an Agreement with the CITY, and shall furnish the necessary insurance certificates, Payment and Performance Bonds (IF REQUIRED), each of said bonds to be in the amount stated in the Bid Documents or Agreement. In case of refusal or failure by Bidder to enter into an Agreement, the check or bid bond shall be forfeited to the CITY. If the bidder elected to furnish a Bid Bond as its Bid Security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.

Pursuant to the requirements of Section 255.05(l)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid payment and performance bonds in the public records of Broward County, with the CONTRACTOR to pay all recording costs.

AB. OTHER GOVERNMENTAL AGENCIES: If Contractor is awarded a contract as a result of this RFP solicitation, Contractor will, if they have sufficient capacity of quantity available, provide to other governmental agencies, so requesting, the product or services awarded in accordance with the terms and conditions of the bid proposal and resulting contract. Prices shall be FOB DELIVERED to the requesting agency.

AC. CITY PERMITS: The CONTRACTOR shall be required to obtain all necessary permits from the City Engineering and/or Building Departments. City permit fees will not be waived and should be included in your bid proposal. A City permit fee schedule can be obtained from the City's website at www.margatefl.com under the Building Department by clicking on the link provided for permit fees.

AD. DISPUTES: NOT WITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS CONTRACT, ANY DISPUTE ARISING UNDER THIS CONTRACT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER OF CITY OF MARGATE, FLORIDA AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

O. REFERENCES

Provide a list and description of similar contracts satisfactorily performed within the past two (2) years. For each contract listed, include the name and telephone number of a representative for whom the contract was undertaken who can verify satisfactory performance.

P. PROPOSAL COPIES

Please submit one (1) clearly marked original and seven (7) photocopies of your proposal **(NO THREE RING BINDERS PLEASE)** to:

City of Margate
Purchasing Division
5790 Margate Boulevard
Margate, FL 33063

Q. ADDENDA, ADDITIONAL INFORMATION

Any addenda or answers to written questions supplied by the City to participating Offerors become part of the Request for Proposal and the resulting contract. This Proposal form shall be signed by an authorized Company representative, dated and returned with the Proposal.

No negotiations, decisions or action shall be initiated or executed by the Offeror as a result of any discussion with any City employee. Only those Communications which are in writing from the Purchasing Division may be considered as a duly authorized expression. Also, only Communication from Offerors which are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

R. AWARD OF CONTRACT:

The City reserves the right to award the contract to the responsible offeror whose proposal and resulting agreement is determined to be the most advantageous in the sole discretion of the City, taking into consideration the evaluation factors and criteria set forth in this request for proposals. Be advised that the City is prepared to award individual contracts for each service or multiple services or any other combination of services as City deems in its best interest.

City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities in any proposal, and/or to request resubmission. There is no obligation on the part of the City to award the contract to the lowest proposer or any proposer.

S. INSURANCE:

Please have you insurance representative carefully review any insurance coverage and conditions prior to submitting your proposal to ensure compliance with the insurance requirements of the Request for Proposal.

Insurance documentation shall be provided by the Proposer selected for award. Insurance limits and coverage shall be obtained and maintained for the duration of the contract as shown in Attachment A. The awarded proposer shall maintain worker's compensation insurance coverage in the class code specifically designated for the type of services performed. Failure to maintain worker's compensation insurance coverage in the class code of the work performed shall be cause for contract termination.

Refer to Attachment A.

RFP PROPOSAL FORM NO. 2014-001

BID TO: CITY COMMISSION
CITY OF MARGATE

1. The undersigned Proposer proposes and agrees, if this proposal is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform the WORK as specified or indicated in said Contract Documents entitled:

RFP 2014-001 SUPPLY AND INSTALLATION OF CANAL BANK EROSION TUBING

2. Proposer accepts all of the terms and conditions of the RFP Documents including disposition of the Bid Security if required.

3. The RFP will remain open until a contract is awarded unless otherwise required by law. Bidder will enter into an Agreement with the City, and will furnish the insurance certificates, Payment Bond and Performance Bond (if required by the Contract Documents).

4. It is the Contractor's responsibility to contact the City prior to the RFP submission date and time to determine if any addenda have been issued on the project. Proposer has examined copies of all the Contract Documents including the following addenda (receipt of all of which is acknowledged):

Number_____ Date _____
_____ _____
_____ _____

5. Proposer has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Proposer deems necessary.

6. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Bid. Proposer has not solicited or induced any person, firm or corporation to refrain from bidding and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.

To all the foregoing, and including all Proposal Schedule(s) and Information Required of Proposer contained in this Proposal Form, said Proposer further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment thereof the Contract Price based on the Total Proposal Price(s) submitted and agreed upon.

NAME OF FIRM:_____

ADDRESS: _____

NAME OF SIGNER_____
(Print or Type)

TITLE OF SIGNER_____

SIGNATURE:_____ DATE:_____

TELEPHONE NO.:_____ FACSIMILE NO. _____

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

By: _____
Signature of Individual

_____
Witness

_____
Printed Name of Individual

_____

_____

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

State of_____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201___, by _____(Name), who is personally known to me or who has produced as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201___.

_____
Printed Name of Firm

By:_____
Signature of Owner

_____
Witness

_____
Printed Name of Individual

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

State of_____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__ by _____(Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this day of_____, 201__.

_____
Printed Name of Partnership

By:_____
Signature of General or Managing Partner

_____
Witness

_____
Printed Name of partner

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

_____
State of Registration

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201___, by _____(Name), _____(Title) of _____(Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

_____
Printed Name of Corporation

_____
Printed State of Incorporation

By:_____
Signature of President or other authorized officer

(CORPORATE SEAL)

_____
Printed Name of President or other authorized officer

ATTEST:

_____
Address of Corporation

By_____
Secretary

_____
City/State/Zip

_____
Business Phone Number

State of_____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____(Name), _____(Title) of _____(Company Name) on behalf of the corporation, who is personally known to me or who has produced _____ _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

NON-COLLUSIVE AFFIDAVIT

State of _____)
)ss.
County of_____)

_____ being first duly sworn, deposes and says that:

(1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

_____ By:

_____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of
County of

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

OFFEROR'S
QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Margate (Purchasing Manager)

ADDRESS: 5790 Margate Boulevard
Margate, Florida 33063

	CIRCLE ONE
SUBMITTED BY:	Corporation
NAME:	Partnership
ADDRESS:	Individual
PRINCIPAL OFFICE:	Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Offeror is:
   The address of the principal place of business is:

2. If Offeror is a corporation, answer the following:

   a. Date of Incorporation:

   b. State of Incorporation:

   c. President's name:

   d. Vice President's name:

   e. Secretary's name:

   f. Treasurer's name:

   g. Name and address of Resident Agent:

3. If Offeror is an individual or a partnership, answer the following:

   a. Date of organization

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership:

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this RFP. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

9. State the names, telephone numbers and last known addresses of five (5) owners, individuals or representatives of owners with the most knowledge of work which you have performed, and to which you refer.

N/A – Required in RFP Request

(name)	(address)	(phone)
(name)	(address)	(phone)
(name)	(address)	(phone)
(name)	(address)	(phone)
(name)	(address)	(phone)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

N/A Included in RFP Request

11. State the name of the individual who will have personal supervision of the work:

N/A Included in RFP Request

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

(Signature)

State of
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

DRUG-FREE WORKPLACE PROGRAM FORM

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors have a Drug-free Workplace program in effect the City reserves the right to make final Decisions in the City's best interest. In order to have a Drug-free Workplace Program, a business shall:

1 . Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contenders to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation.

If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER:_____DATE:_____

ATTACHMENT 2

Public Works Department
13900 Pembroke Road, Bldg. "L", Miramar, FL 33027
Thomas Good: 954-883-6815
tgood@ci.miramar.fl.us

"POOR" EMBANKMENT PROPERTY LIST

GROUP 1 – * Contract awarded at 1/27/16 City Commission Meeting		
No.	**Canal System**	**Property Address**
1	2	3805 E Lake Pl.
2	2	3809 E Lake Pl.
3	2	3813 E Lake Pl.
4	2	3817 E Lake Pl.
5	2	3908 E Lake Rd.
6	2	6641 Emerald Lake Dr.
7	2	3901 S Lake Terr.
8	2	3829 S Lake Terr.
9	2	3824 E Lake Ter.
10	2	6700 Ficus Dr.
11	2	6704 Ficus Dr.
12	2	6708 Ficus Dr.

GROUP 2 – **Scheduled for contract award at 3/2/16 City Commission Meeting		
No.	**Canal System**	**Property Address**
1	3	7130 Harbour Blvd.
2	3	7124 Harbour Blvd.
3	3	3511 Acapulco Dr.
4	3	3509 Acapulco Dr.
5	3	3505 Acapulco Dr.
6	3	3501 Acapulco Dr.
7	3	3421 Acapulco Dr.
8	3	3311 Acapulco Dr.
9	3	7111 Alhambra Blvd.
10	3	7230 Granada Blvd.
11	3	7220 Granada Blvd.
12	3	7130 Granada Blvd.

GROUP 3		
No.	**Canal System**	**Property Address**
1	2	3432 Hibiscus Pl.
2	2	3600 Hibiscus Pl.
3	2	3505 Hibiscus Pl.
4	2	3616 Hibiscus Pl.
5	2	3450 West Lake Pl.**
6	2	6760 Dogwood Dr.
7	2	6756 Dogwood Dr.
8	2	6736 Dogwood Dr.
9	2	3613 SW 68th Ave.
10	2	Ficus Dr. Cul-de-sac**
11	2	4004 S Lake Terr.
12	2	3901 SW 67th Terr.
13	2	3925 SW 67th Terr.
14	2	6712 Ixora Dr.

GROUP 4		
No.	**Canal System**	**Property Address**
1	3	7901 Riviera Boulevard
2	3	7851 Riviera Boulevard
3	3	7792 Harbour Blvd.
4	3	7788 Harbour Blvd.
5	3	7784 Harbour Blvd.
6	3	7780 Harbour Blvd.
7	3	7776 Harbour Blvd.
8	3	7748 Harbour Blvd.
9	3	7716 Harbour Blvd.
10	3	7700 Harbour Blvd.
11	3	7624 Harbour Blvd.
12	3	7612 Harbour Blvd.
13	3	7530 Harbour Blvd.
14	3	7520 Harbour Blvd.
15	3	7300 Harbour Blvd.

GROUP 5		
No.	**Canal System**	**Property Address**
1	1	2620 SW 66 Ter.
2	1	2624 SW 66 Ter.
3	1	2628 SW 66 Ter.
4	1	2714 SW 66 Ter.
5	1	2718 SW 66 Ter.
6	1	2722 SW 66 Ter.
7	1	2742 SW 66 Ter.
8	1	2804 SW 66 Ter.
9	1	6753 SW 27 Ct.
10	1	6769 SW 27 Ct.
11	1	6724 SW 28 Ct.
12	1	6720 SW 28 Ct.
13	1	6716 SW 28 Ct.
14	1	6712 SW 28 Ct.

GROUP 6		
No.	**Canal System**	**Property Address**
1	2	6640 Evergreen Dr.
2	2	6636 Evergreen Dr.
3	2	6620 Evergreen Dr.
4	2	6616 Evergreen Dr.
5	2	6608 Evergreen Dr.
6	2	6604 Evergreen Dr.
7	2	6621 Dahlia Dr.
8	2	6604 Coconut Dr.
9	2	6605 Boxwood Dr.
10	2	6640 Arbor Dr.
11	2	6608 Arbor Dr.
12	2	6600 Arbor Dr.
13	2	6516 Arbor Dr.
14	2	6509 Ficus Dr.
15	2	6605 Ficus Dr.

GROUP 7		
No.	**Canal System**	**Property Address**
1	3	7241 Alhambra Blvd.
2	3	7311 Alhambra Blvd.
3	3	7401 Alhambra Blvd.
4	3	7501 Alhambra Blvd.
5	3	7521 Alhambra Blvd.
6	3	7607 Alhambra Blvd.
7	3	7637 Alhambra Blvd.
8	3	7680 Granada Blvd.
9	3	7672 Granada Blvd.
10	3	7666 Granada Blvd.
11	3	7654 Granada Blvd.
12	3	7642 Granada Blvd.
13	3	7612 Granada Blvd.
14	3	7606 Granada Blvd.
15	3	7580 Granada Blvd.
16	3	7540 Granada Blvd.
17	3	7520 Granada Blvd.
18	3	7510 Granada Blvd.
19	3	7410 Granada Blvd.
20	3	7400 Granada Blvd.
21	3	7330 Granada Blvd.
22	3	7320 Granada Blvd.

GROUP 8		
No.	**Canal System**	**Property Address**
1	3	7701 Alhambra Blvd.
2	3	7729 Alhambra Blvd.
3	3	7737 Alhambra Blvd.
4	3	7789 Alhambra Blvd.
5	3	7825 Alhambra Blvd.
6	3	7917 Alhambra Blvd.
7	3	7828 Granada Blvd.
8	3	7824 Granada Blvd.
9	3	7800 Granada Blvd.
10	3	7790 Granada Blvd.
11	3	7786 Granada Blvd.
12	3	7782 Granada Blvd.
13	3	7778 Granada Blvd.
14	3	7774 Granada Blvd.
15	3	7770 Granada Blvd.
16	3	7710 Granada Blvd.
17	3	7706 Granada Blvd.
18	3	7700 Granada Blvd.

APPENDIX 8. WATERFRONT PROPERTY MATRIX

TABLE 1. TABULATION MATRIX FOR WATERFRONT PROPERTIES

CANAL SYSTEM 1		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
Boat Ramp at SW 68 Ave.	NA	Good
6750 SW 26 Ct.	Concrete masonry blocks bonded by mortar cement	Good
6740 SW 26 Ct.	Concrete masonry blocks bonded by mortar cement	Medium
6730 SW 26 Ct.	None	Medium
6720 SW 26 Ct.	None	Medium
6710 SW 26 Ct	Concrete masonry blocks bonded with mortar cement reinforced with a concrete cap	Medium
6650 SW 26 Ct.	Concrete masonry blocks bonded with mortar cement reinforced with a concrete cap	Medium
6640 SW 26 Ct.	None	Medium
2620 SW 66 Ter.	Concrete masonry blocks bonded with mortar cement and a thin concrete cap	Poor
2624 SW 66 Ter.	None	Poor
2628 SW 66 Ter.	None	Poor
2632 SW 66 Ter.	Concrete masonry blocks covered with stucco and reinforced with a concrete cap	Good
2636 SW 66 Ter.	None	Medium
2640 SW 66 Ter.	None	Medium

CANAL SYSTEM 1		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
2644 SW 66 Ter.	None	Medium
2648 SW 66 Ter.	Concrete masonry blocks bonded with mortar cement	Good
2710 SW 66 Ter.	None	Medium
2714 SW 66 Ter.	Concrete masonry blocks bonded with mortar cement	Poor
2718 SW 66 Ter.	Miscellaneous materials including rocks, concrete reinforced with a concrete cap	Poor
2722 SW 66 Ter.	Miscellaneous materials bricks and concrete blocks bonded with mortar cement reinforced with a concrete cap	Poor
2730 SW 66 Ter.	None	Medium
2734 SW 66 Ter.	None	Medium
2738 SW 66 Ter.	None	Medium
2742 SW 66 Ter.	Miscellaneous rocks, concrete reinforced with a concrete cap	Poor
2800 SW 66 Ter.	None	Medium
2804 SW 66 Ter.	Sand-cement bags bonded with mortar cement	Poor
6621 Miramar Pky.	None	Medium
6631 Miramar Pky.	None	Medium
6641 Miramar Pky.	None	Medium
6651 Miramar Pky.	None	Medium
6661 Miramar Pky.	None	Medium
6671 Miramar Pky.	None	Medium

CANAL SYSTEM 1		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6681 Miramar Pky.	None	Medium
6691 Miramar Pky.	None	Medium
Canal System 1 Outfall to Existing Drainage System on Miramar Pky.	None	Good
6728 SW 28 Ct.	None	Medium
6724 SW 28 Ct.	Concrete masonry blocks bonded with mortar cement and a reinforced cap	Good
6720 SW 28 Ct.	None	Medium
6716 SW 28 Ct.	None	Medium
6712 SW 28 Ct.	None	Medium
6708 SW 28 Ct.	None	Medium
6704 SW 28 Ct.	None	Medium
6700 SW 28 Ct.	None	Medium
6701 SW 27 Ct.	None	Medium
6705 SW 27 Ct.	None	Medium
6709 SW 27 Ct.	Corrugated cement composite panels reinforced with a concrete cap	Good
6713 SW 27 Ct.	Corrugated cement composite panels reinforced with a concrete cap	Good
6717 SW 27 Ct.	Concrete masonry blocks bonded with mortar cement	Good
6721 SW 27 Ct.	None	Medium
6725 SW 27 Ct.	None	Medium
6729 SW 27 Ct.	None	Medium

CANAL SYSTEM 1		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6733 SW 27 Ct.	None	Medium
6737 SW 27 Ct.	Unknown	Medium
6741 SW 27 Ct.	Corrugated concrete and reinforced with a concrete cap	Good
6745 SW 27 Ct.	Corrugated concrete with a concrete cap	Good
6749 SW 27 Ct.	Corrugated concrete with a concrete cap	Good
6753 SW 27 Ct.	Concrete masonry blocks bonded with mortar cement	Poor
6757 SW 27 Ct.	None	Good
6761 SW 27 Ct.	None	Medium
6765 SW 27 Ct.	None	Medium
6769 SW 27 Ct.	Concrete bags, a concrete cap and a metal fence built on top of the wall	Poor
6773 SW 27 Ct.	concrete masonry blocks bonded with mortar cement reinforced with a concrete cap	Good
6777 SW 27 Ct.	Concrete masonry blocks bonded with mortar cement	Medium
6781 SW 27 Ct.	None	Medium
6785 SW 27 Ct.	Combination of rocks, concrete, cement and other construction materials	Medium
6789 SW 27 Ct.	Concrete masonry blocks	Medium
6793 SW 27 Ct.	Concrete masonry blocks	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
Boat Ramp at SW 68 Ave.	None	Good
6764 Dogwood Dr.	Corrugated cement panel reinforced with a concrete cap	Good
6760 Dogwood Dr.	Corrugated galvanized sheet metal and reinforced with a preformed metal cap	Poor
6756 Dogwood Dr.	Cement composite panels reinforced with a concrete cap	Poor
6752 Dogwood Dr.	Corrugated cement panels reinforced and a reinforcing cap	Medium
6748 Dogwood Dr.	Concrete masonry units bonded and bonded with mortar cement and cap reinforced	Good
6744 Dogwood Dr.	Concrete masonry units bonded and bonded with mortar cement and cap reinforced	Good
6740 Dogwood Dr.	Corrugated sheet metal panels with a reinforced cap	Good
6736 Dogwood Dr.	Corrugated cement composite panels reinforced with a concrete cap	Poor
6732 Dogwood Dr.	Consists of corrugated cement composite panels with a concrete cap	Good
6728 Dogwood Dr.	Corrugated cement composite panels with a concrete cap	Good

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6724 Dogwood Dr.	Corrugated cement composite panels with a concrete cap	Medium
6720 Dogwood Dr.	Corrugated cement sheet panels reinforced with a concrete cap	Good
6716 Dogwood Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium
6712 Dogwood Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium
6708 Dogwood Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6713 Dogwood Dr.	None	Medium
6708 Camelia Dr.	Corrugated cement composite sheet panels, reinforced with a concrete cap	Good
North of 6708 Camelia Dr.	Some sections of concrete bags with bonding material	Poor
South of 6708 Camelia Dr.	None	Medium
3421 Lake Pl.	None	Good
3405 Hibiscus Pl.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
3409 Hibiscus Pl.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
3424 Hibiscus Pl.	None	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3428 Hibiscus Pl.	Concrete masonry blocks bonded and bonded with mortar cement	Good
3432 Hibiscus Pl.	Concrete masonry blocks bonded and bonded with mortar cement	Poor
3500 Hibiscus Pl.	Corrugated cement composite sheet panels reinforced with a concrete cap, including also the installation of an architectural decorated handrail	Good
3504 Hibiscus Pl.	Bank stabilized with filled concrete and cement composite flat narrow flat panels	Medium
3508 Hibiscus Pl.	Concrete masonry block cells reinforced with a concrete cap	Medium
3512 Hibiscus Pl.	Concrete masonry block cells reinforced with a concrete cap	Good
3516 Hibiscus Pl.	None	Good
3600 Hibiscus Pl.	Concrete masonry unit cells	Poor
3604 Hibiscus Pl.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
3505 Hibiscus Pl.	Some portions of seawall of concrete bags used as rip rap containment method	Poor
3608 Hibiscus Pl.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3509 Hibiscus Pl.	Sand-cement bags used as rip rap containment	Good
3612 Hibiscus Pl.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium
3616 Hibiscus Pl.	Concrete masonry blocks reinforced with a concrete cap	Poor
6652 Evergreen Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6648 Evergreen Dr.	Concrete bags filled with cement	Medium
6644 Evergreen Dr.	None	Good
6640 Evergreen Dr.	None	Poor
6636 Evergreen Dr.	None	Poor
6632 Evergreen Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6628 Evergreen Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6624 Evergreen Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6620 Evergreen Dr.	Corrugated composite cement wall reinforced with a concrete cap	Poor
6616 Evergreen Dr.	Unknown – Covered by vegetation	Poor

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6612 Evergreen Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6608 Evergreen Dr.	Concrete masonry wall unit reinforced with a concrete cap	Poor
6604 Evergreen Dr.	None	Poor
6600 Evergreen Dr.	None	Good
6508 W 66 Ave. (at Evergreen Dr.)	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6504 W 66 Ave. (at Evergreen Dr.)	None	Medium
6500 W 66 Ave. (at Evergreen Dr.)	Concrete masonry blocks reinforced with a concrete cap	Medium
6501 W 66 Ave. (at Evergreen Dr.)	Concrete masonry blocks reinforced with a concrete cap	Good
6505 W 66 Ave. (at Evergreen Dr.)	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6509 W 66 Ave. (at Evergreen Dr.)	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6508 W 66 Ave. (at Coconut Dr.)	Concrete masonry blocks reinforced with a concrete cap	Medium
6504 W 66 Ave. (at Coconut Dr.)	Combination of bricks, concrete masonry and corrugated cement composite	Medium
6500 W 66 Ave. (at Coconut Dr.)	Concrete masonry blocks reinforced with a concrete cap	Good

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6501 W 66 Ave. (at Coconut Dr.)	Concrete masonry blocks reinforced with a concrete cap	Medium
6505 W 66 Ave. (at Coconut Dr.)	Corrugated cement composite sheet panels	Medium
6509 W 66 Ave. (at Coconut Dr.)	None	Medium
6601 Dahlia Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6605 Dahlia Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6609 Dahlia Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium
6613 Dahlia Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6617 Dahlia Dr.	Poured concrete	Medium
6621 Dahlia Dr.	Poured concrete with a metal fence	Poor
6625 Dahlia Dr.	Concrete masonry blocks bonded with mortar cement	Medium
6629 Dahlia Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium
6633 Dahlia Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6637 Dahlia Dr.	Concrete bags bonded with cement and bonded with mortar cement	Medium
6641 Dahlia Dr.	Concrete bags bonded with cement reinforced with a concrete cap	Medium
6640 Coconut Dr.	None	Medium
6636 Coconut Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6632 Coconut Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6628 Coconut Dr.	None	Medium
6624 Coconut Dr.	None	Medium
6620 Coconut Dr.	None	Medium
6616 Coconut Dr.	concrete masonry unit reinforced with a concrete cap	Medium
6612 Coconut Dr.	concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
6608 Coconut Dr.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
6604 Coconut Dr.	Concrete masonry blocks bonded mortar cement and reinforced with a concrete cap	Poor
6600 Coconut Dr.	None	Good

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6601 Boxwood Dr.	None	Medium
6605 Boxwood Dr.	Corrugated concrete sheet panels reinforced with a concrete cap	Poor
6609 Boxwood Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6613 Boxwood Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6617 Boxwood Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium
6621 Boxwood Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6625 Boxwood Dr.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
6629 Boxwood Dr.	Concrete masonry blocks reinforced with a concrete cap	Good
6633 Boxwood Dr.	Concrete masonry blocks reinforced with a concrete cap	Good
6637 Boxwood Dr.	Concrete masonry blocks reinforced with a concrete cap	Good
6641 Boxwood Dr.	Concrete masonry blocks reinforced with a concrete cap	Good
6640 Arbor Dr.	Concrete masonry blocks reinforced with a concrete cap	Poor

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6636 Arbor Dr.	Concrete masonry blocks reinforced with a concrete cap	Medium
6632 Arbor Dr.	Concrete masonry blocks reinforced with a concrete cap	Medium
6628 Arbor Dr.	Concrete masonry blocks reinforced with a concrete cap	Medium
6624 Arbor Dr.	Concrete masonry blocks reinforced with a concrete cap	Good
6620 Arbor Dr.	Concrete masonry blocks reinforced with a concrete cap	Medium
6616 Arbor Dr.	None	Medium
6612 Arbor Dr.	None	Medium
6608 Arbor Dr.	Combination of rocks, concrete and wood	Poor
6604 Arbor Dr.	None	Medium
6600 Arbor Dr.	concrete bonded with mortar cement and reinforced with a concrete cap	Poor
6516 Arbor Dr.	corrugated cement composite sheet panels reinforced with a concrete cap	Poor
6512 Arbor Dr.	Concrete bags and concrete masonry blocks bonded with cement	Medium
6508 Arbor Dr.	Concrete masonry blocks reinforced with a concrete cap	Medium
6504 Arbor Dr.	Concrete masonry blocks reinforced with a concrete cap	Medium
3408 SW 65 Ave.	None	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3412 SW 65 Ave.	Concrete masonry blocks reinforced with a concrete cap	Medium
3416 SW 65 Ave.	Partial view of concrete reinforced with a concrete sidewalk	Medium
3420 SW 65 Ave.	Concrete masonry blocks without bonding material	Medium
3428 SW 65 Ave.	None	Medium
3432 SW 65 Ave.	Corrugated cement composite sheet panels with a concrete cap	Good
3500 SW 65 Ave.	Corrugated cement composite sheet panels with a concrete cap	Good
3504 SW 65 Ave.	Corrugated cement composite sheet panels with a concrete cap	Good
3508 SW 65 Ave.	Corrugated cement composite sheet panels with a concrete cap	Good
3512 SW 65 Ave.	Corrugated cement composite sheet panels with a concrete cap	Good
3516 W 65 Ave.	None	Medium
3520 W 65 Ave.	None	Medium
3600 W 65 Ave.	None	Medium
3604 W 65 Ave.	Appears to be primarily made of cast in place concrete, with footing built into bank subsoil	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3612 W 65 Ave.	Appears to be primarily made of cast in place concrete, with footing built into bank subsoil	Medium
3700 W 65 Ave.	Concrete masonry blocks reinforced with a concrete cap	Medium
3704 W 65 Ave.	None	Medium
3708 W 65 Ave.	Stones bonded with concrete	Good
6504 Ficus Dr.	None	Medium
6505 Ficus Dr.	Stones bonded with concrete	Good
6509 Ficus Dr	Corrugated cement composite sheet panels reinforced with a concrete cap	Poor
6601 Ficus Dr.	None	Medium
6604 Ficus Dr.	Concrete masonry blocks reinforced with a concrete cap paint coated	Good
6605 Ficus Dr.	Concrete masonry blocks reinforced with a concrete cap	Poor
6609 Ficus Dr.	Concrete masonry blocks reinforced with a concrete cap	Medium
6613 Ficus Dr.	Concrete masonry blocks reinforced with a concrete cap	Medium
6617 Ficus Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium
6621 Ficus Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6625 Ficus Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium
6628 Ficus Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6629 Ficus Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6632 Ficus Dr.	None	Medium
6633 Ficus Dr.	Concrete with a concrete cap	Medium
6636 Ficus Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6637 Ficus Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6641 Ficus Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6645 Ficus Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6649 Ficus Dr.	None	Medium
6653 Ficus Dr.	Concrete masonry blocks reinforced with a concrete cap	Medium
6700 Ficus Dr.	Concrete bonded with mortar cement reinforced with a concrete cap	Poor
6701 Ficus Dr.	Concrete masonry blocks	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6704 Ficus Dr.	Concrete masonry blocks reinforced with a concrete cap	Poor
6705 Ficus Dr.	Concrete masonry blocks reinforced with a concrete cap	Medium
6708 Ficus Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Poor
6709 Ficus Dr.	Corrugated concrete panels reinforced with a cast in place concrete platform built over the bank	Good
3804 E Lake Ter.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
3808 E Lake Ter.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium
3812 E Lake Ter.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
3816 E Lake Ter.	Precast concrete segments with a concrete cap and tie columns	Good
3820 E Lake Ter.	Precast concrete segments with a concrete cap and tie columns	Good
3824 E Lake Ter.	Appears to be concrete (submerged)	Poor
3828 E Lake Ter.	None	Medium
3900 E Lake Ter.	None	Good
3904 E Lake Ter.	None	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3908 E Lake Ter.	None	Medium
3912 E Lake Ter.	corrugated cement composite sheet panels reinforced with a concrete cap	Good
3916 SW 40th St.	corrugated cement panels reinforced with a concrete cap	Good
3917 SW 40th St.	corrugated galvanized sheet pile and cap	Good
3920 SW 40th St.	None	Medium
3921 SW 40th St.	Galvanized sheet piles and cap	Good
3925 SW 40th St.	None	Medium
3928 SW 40th St.	Corrugated cement panels reinforced with a concrete cap	Good
3929 SW 40th St.	Corrugated cement panels reinforced with a concrete cap	Good
3805 E Lake Pl.	Concrete masonry blocks reinforced with a concrete cap	Poor
3809 E Lake Pl.	Concrete masonry blocks reinforced with a concrete cap	Poor
3813 E Lake Pl.	None	Medium
3817 E Lake Pl.	Concrete bags bonded with cement and bonded with mortar cement	Poor
3821 E Lake Pl.	None	Good
3825 E Lake Pl.	None	Medium
3829 E Lake Pl.	Rocks bonded with cement	Medium
3901 E Lake Pl.	Rocks bonded with cement	Medium
3905 E Lake Pl.	Galvanized metal sheet piling	Good

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3909 E Lake Pl.	Concrete reinforced with a concrete cap	Good
3913 E Lake Pl.	Concrete reinforced with a concrete cap	Medium
3804 E Lake Rd.	None	Medium
3805 E Lake Rd.	Concrete masonry blocks bonded with mortar cement	Medium
3808 E Lake Rd.	Concrete	Medium
3809 E Lake Rd.	Concrete masonry blocks bonded with mortar cement	Good
3812 E Lake Rd.	None	Medium
3813 E Lake Rd.	Concrete masonry blocks bonded with mortar cement	Good
3816 E Lake Rd.	None	Medium
3817 E Lake Rd.	Concrete masonry blocks bonded with mortar cement	Medium
3820 E Lake Rd.	None	Medium
3821 E Lake Rd.	None	Medium
3824 E Lake Rd.	None	Medium
3825 E Lake Rd.	None	Medium
3828 E Lake Rd.	None	Medium
3829 E Lake Rd.	None	Good
3900 E Lake Rd.	Concrete masonry blocks bonded with mortar cement	Medium
3901 E Lake Rd.	None	Medium
3904 E Lake Rd.	Concrete masonry blocks bonded with mortar cement	Medium
3905 E Lake Rd.	None	Good

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3908 E Lake Rd.	Concrete masonry blocks bonded with mortar cement	Poor
3909 E Lake Rd.	Cast in place concrete reinforced with a concrete cap	Good
3912 E Lake Rd.	None	Medium
3913 E Lake Rd.	None	Medium
3916 E Lake Rd.	None	Medium
3917 E Lake Rd.	Concrete masonry blocks reinforced with a concrete cap	Medium
3920 E Lake Rd.	Precast galvanized sheet pile panels held in place by driven into bank piles	Good
3921 E Lake Rd.	None	Good
3924 E Lake Rd.	None	Good
3804 E Shore Rd.	Concrete masonry blocks bonded with mortar cement with a concrete cap	Medium
3808 E Shore Rd.	Concrete masonry blocks bonded with mortar cement, covered with stucco and with a concrete cap	Medium
3812 E Shore Rd.	Concrete but is currently covered by vegetation	Medium
3820 E Shore Rd.	Concrete masonry blocks reinforced with a concrete cap	Medium
3824 E Shore Rd.	None	Medium
3828 E Shore Rd.	None	Medium
3900 E Shore Rd.	None	Medium
3904 E Shore Rd.	None	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3908 E Shore Rd.	None	Medium
3912 E Shore Rd.	None	Medium
3916 E Shore Rd.	Galvanized metal sheet pile with a galvanized cap	Good
4000 E Shore Rd.	Corrugated concrete with a wooden deck on top	Good
4004 E Shore Rd.	None	Good
4008 E Shore Rd.	Corrugated concrete with a decorative wooden deck on top supported by timber piles	Medium
4012 E Shore Rd.	Corrugated concrete	Medium
4016 E Shore Rd.	Corrugated cement composite panels reinforced with a concrete cap	Good
6505 Emerald Lake Dr.	Corrugated cement composite panels reinforced with a concrete cap	Good
6509 Emerald Lake Dr.	None	Medium
6513 Emerald Lake Dr.	Portions of concrete seawall visible	Medium
6601 Emerald Lake Dr.	Concrete reinforced with a concrete cap	Medium
6605 Emerald Lake Dr.	Concrete bags with a cap of masonry concrete blocks bonded with mortar cement	Good
6609 Emerald Lake Dr.	Concrete bags with a cap of masonry concrete blocks bonded with mortar cement	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6613 Emerald Lake Dr.	Corrugated cement composite panels reinforced with a concrete cap	Good
6617 Emerald Lake Dr.	Corrugated cement composite panels reinforced with a concrete cap	Medium
6621 Emerald Lake Dr.	Corrugated cement composite panels reinforced with a concrete cap	Good
6625 Emerald Lake Dr.	Corrugated cement composite panels reinforced with a concrete cap	Good
6629 Emerald Lake Dr.	Corrugated cement composite panels reinforced with a concrete cap	Medium
6633 Emerald Lake Dr.	Corrugated cement composite panels reinforced with a concrete cap	Medium
6637 Emerald Lake Dr.	corrugated cement composite panels reinforced with a concrete cap	Good
6641 Emerald Lake Dr.	Miscellaneous materials including concrete blocks, wood planks and metal tubing	Poor
6645 Emerald Lake Dr.	Concrete masonry blocks bonded with mortar cement	Medium
6649 Emerald Lake Dr.	Corrugated cement composite panels reinforced with a concrete cap	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
4017 S Lake Terr.	Concrete masonry blocks bonded with mortar cement	Medium
4013 S Lake Terr.	Submerged wall only visible the concrete cap	Medium
4009 S Lake Terr.	Sand-cement bags used as rip rap containment	Medium
4005 S Lake Terr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
4001 S Lake Terr.	Corrugated cement composite panels reinforced with a concrete cap	Good
3913 S Lake Terr.	Rocks and concrete	Medium
3909 S Lake Terr.	Rocks and concrete	Medium
3905 S Lake Terr.	Concrete masonry blocks bonded with mortar cement	Medium
3901 S Lake Terr.	Concrete masonry blocks bonded with mortar cement	Poor
3829 S Lake Terr.	Concrete masonry blocks bonded with mortar cement	Poor
3825 S Lake Terr.	Corrugated cement composite panels reinforced with a concrete cap	Good
3821 S Lake Terr.	None	Medium
3817 S Lake Terr.	None	Medium
3813 S Lake Terr.	None	Medium
3808 S Lake Terr.	None	Medium
3812 S Lake Terr.	None	Medium
3816 S Lake Terr.	None	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3820 S Lake Terr.	Concrete rocks bonded with mortar cement and a thin layer of concrete as a cap	Medium
3824 S Lake Terr.	Corrugated cement composite panels reinforced with a concrete cap	Good
3828 S Lake Terr.	None	Medium
3900 S Lake Terr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
3904 S Lake Terr.	Concrete masonry blocks bonded with mortar cement	Medium
3908 S Lake Terr.	Corrugated cement composite panels reinforced with a concrete cap	Good
3912 S Lake Terr.	None	Good
4000 S Lake Terr.	Concrete masonry blocks bonded with mortar cement	Medium
4004 S Lake Terr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Poor
4008 S Lake Terr.	Submerged wall only visible the concrete cap	Medium
4012 S Lake Terr.	Submerged wall only visible the concrete cap	Medium
4016 S Lake Terr.	Seawall appears to be buried	Medium
4020 S Lake Terr.	None	Medium
6712 Ixora Dr.	None	Medium
3925 SW 67th Terr.	None	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3921 SW 67th Terr.	corrugated cement composite panels reinforced with a concrete cap	Medium
3917 SW 67th Terr.	Concrete rocks bonded with mortar cement and a thin layer of concrete as a cap	Medium
3913 SW 67th Terr.	Sand-cement bags used as rip rap containment	Medium
3909 SW 67th Terr.	Sand-cement bags used as rip rap containment	Medium
3905 SW 67th Terr.	Concrete masonry blocks bonded with mortar cement	Medium
3901 SW 67th Terr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Poor
3841 SW 67th Terr.	Sand-cement bags used as rip rap containment	Medium
3837 SW 67th Terr.	Sand-cement bags used as rip rap containment	Medium
3833 SW 67th Terr.	Sand-cement bags used as rip rap containment	Medium
3829 SW 67th Terr.	Concrete masonry blocks bonded with mortar cement	Good
3825 SW 67th Terr.	Concrete masonry blocks bonded with mortar cement	Medium
3821 SW 67th Terr.	Sand-cement bags used as rip rap containment reinforced with a concrete cap	Medium
3817 SW 67th Terr.	Concrete masonry blocks bonded with mortar cement	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3813 SW 67th Terr.	Corrugated cement composite panels reinforced with a concrete cap	Good
3809 SW 67th Terr.	Corrugated cement composite panels reinforced with a concrete cap	Medium
6717 Rose Dr.	Corrugated cement composite panels reinforced with a concrete cap	Medium
6721 Rose Dr.	Wood, concrete and concrete sand bags	Medium
6725 Rose Dr.	None	Good
6729 Rose Dr.	None	Medium
6733 Rose Dr.	None	Medium
6737 Rose Dr.	Appears to be buried	Medium
6741 Rose Dr.	Appears to be buried	Medium
6745 Rose Dr.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
6749 Rose Dr.	Corrugated cement composite panels reinforced with a concrete cap	Good
6753 Rose Dr.	Corrugated cement composite panels reinforced with a concrete cap	Good
6757 Rose Dr.	Concrete masonry blocks reinforced with a rock and concrete cap	Good

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6761 Rose Dr.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
6765 Rose Dr.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
6769 Rose Dr.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
3801 SW 68th Ave.	None	Good
3713 SW 68th Ave.	Corrugated cement composite panels reinforced with a concrete cap	Good
3709 SW 68th Ave.	Only structure visible was the concrete cap	Medium
3705 SW 68th Ave.	None	Good
3701 SW 68th Ave.	Corrugated cement composite panels reinforced with a concrete cap	Good
3613 SW 68th Ave.	None (Only a tear down concrete cap)	Poor

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7601 Riviera Blvd. (Lake).	None	Medium
7601 Riviera Blvd. (Parking lot)	None	Medium
7801 Riviera Blvd.	None	Medium
7851 Riviera Blvd.	None	Poor
7901 Riviera Blvd.	None	Poor
Granada Canal behind Fairway Elem. School.	None	Poor
Granada Canal behind Fairway Elem. School.	None	Poor
7792 Harbour Blvd.	None	Poor
7788 Harbour Blvd.	None	Poor
7784 Harbour Blvd.	None	Poor
7780 Harbour Blvd.	None	Poor
7776 Harbour Blvd.	None	Poor
7772 Harbour Blvd.	None	Medium
7768 Harbour Blvd.	None	Medium
7764 Harbour Blvd.	None	Medium
7760 Harbour Blvd.	None	Medium
7756 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement reinforced with a concrete cap	Medium
7752 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement reinforced with a concrete cap	Medium
7748 Harbour Blvd.	None	Poor

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7744 Harbour Blvd.	None	Medium
7736 Harbour Blvd.	None	Medium
7732 Harbour Blvd.	None	Medium
7728 Harbour Blvd.	None	Medium
7724 Harbour Blvd.	None	Medium
7720 Harbour Blvd.	None	Medium
7716 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Poor
7712 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement	Medium
7700 Harbour Blvd.	None	Poor
7660 Harbour Blvd.	None	Good
7648 Harbour Blvd.	None	Medium
7644 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
7636 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
7630 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7624 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Poor
7618 Harbour Blvd.	Corrugated concrete and reinforced with a concrete cap	Good
7612 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement	Poor
7606 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
7600 Harbour Blvd.	Precast concrete segments bonded with mortar cement	Medium
7550 Harbour Blvd.	None	Good
7540 Harbour Blvd.	None	Good
7530 Harbour Blvd.	None	Poor
7520 Harbour Blvd.	None	Poor
7510 Harbour Blvd.	None	Medium
7500 Harbour Blvd.	None	Medium
7402 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Good
7400 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Good

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7390 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Good
7370 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
7360 Harbour Blvd.	None	Medium
7350 Harbour Blvd.	None	Medium
7340 Harbour Blvd.	None	Medium
7320 Harbour Blvd.	None	Medium
7310 Harbour Blvd.	None	Medium
7300 Harbour Blvd.	None	Poor
7250 Harbour Blvd.	None	Medium
7240 Harbour Blvd.	None	Medium
7230 Harbour Blvd.	None	Medium
7220 Harbour Blvd.	None	Medium
7210 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement	Medium
7200 Harbour Blvd.	None	Medium
7150 Harbour Blvd.	None	Medium
7140 Harbour Blvd.	None	Medium
7130 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement	Poor

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7124 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement	Poor
7120 Harbour Blvd.	None	Medium
7116 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Good
3711 Acapulco Dr.	None	Medium
3709 Acapulco Dr.	None	Medium
3705 Acapulco Dr.	None	Medium
3703 Acapulco Dr.	None	Medium
3701 Acapulco Dr.	None	Medium
3617 Acapulco Dr.	None	Medium
3615 Acapulco Dr.	None	Medium
3613 Acapulco Dr.	None	Medium
3611 Acapulco Dr.	Concrete masonry blocks bonded with mortar cement	Medium
3609 Acapulco Dr.	None	Good
3607 Acapulco Dr.	None	Medium
3605 Acapulco Dr.	Concrete masonry blocks bonded with mortar cement	Medium
3601 Acapulco Dr.	Concrete masonry blocks bonded with mortar cement	Good
3511 Acapulco Dr.	Concrete masonry blocks bonded with mortar cement	Poor

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3509 Acapulco Dr.	Concrete masonry blocks bonded with mortar cement	Poor
3505 Acapulco Dr.	None	Poor
3501 Acapulco Dr.	None	Poor
3421 Acapulco Dr.	None	Poor
3419 Acapulco Dr.	None	Medium
3417 Acapulco Dr.	Concrete masonry blocks bonded with mortar cement	Good
3415 Acapulco Dr.	None	Medium
3413 Acapulco Dr.	Concrete masonry blocks bonded with mortar cement	Medium
3409 Acapulco Dr.	Corrugated cement panels with a reinforcing concrete cap	Good
3405 Acapulco Dr.	Corrugated cement panels with a reinforcing concrete cap	Good
3401 Acapulco Dr.	Concrete masonry blocks bonded with mortar cement	Medium
3311 Acapulco Dr.	None	Poor
3309 Acapulco Dr.	Concrete masonry blocks bonded with mortar cement	Medium
3305 Acapulco Dr.	Corrugated cement panels with a reinforcing concrete cap	Good
3301 Acapulco Dr.	Corrugated cement panels with a reinforcing concrete cap	Medium
3299 Acapulco Dr.	None	Medium
7111 Alhambra Blvd.	None	Poor

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7121 Alhambra Blvd.	None	Medium
7131 Alhambra Blvd.	None	Medium
7141 Alhambra Blvd.	None	Medium
7151 Alhambra Blvd.	None	Medium
7201 Alhambra Blvd.	Sand-cement bags used as rip rap containment reinforced with a concrete masonry blocks bonded with mortar cement concrete cap	Good
7211 Alhambra Blvd.	None	Medium
7221 Alhambra Blvd.	None	Good
7231 Alhambra Blvd.	None	Medium
7241 Alhambra Blvd.	Corrugated cement composite panels reinforced with a concrete cap	Poor
7251 Alhambra Blvd.	None	Medium
7301 Alhambra Blvd.	None	Medium
7311 Alhambra Blvd.	Concrete masonry block seawall bonded with mortar cement and covered with stucco over a concrete slab built on canal bank	Poor
7321 Alhambra Blvd.	None	Medium
7331 Alhambra Blvd.	Corrugated cement composite panels reinforced with a concrete cap	Medium
7341 Alhambra Blvd.	None	Medium

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7351 Alhambra Blvd.	None	Good
7361 Alhambra Blvd.	Corrugated cement composite panels reinforced with a concrete cap	Good
7371 Alhambra Blvd.	Corrugated cement composite panels reinforced with a concrete cap	Medium
7401 Alhambra Blvd.	Concrete masonry block seawall bonded with a mortar and reinforced with a poor condition concrete cap	Poor
7411 Alhambra Blvd.	None	Medium
7501 Alhambra Blvd.	Sand-cement bags used as rip rap containment reinforced with concrete cap	Poor
7511 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7521 Alhambra Blvd.	Only a concrete cap	Poor
7531 Alhambra Blvd.	None	Medium
7541 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7551 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7601 Alhambra Blvd.	Concrete masonry block seawall bonded with mortar cement and reinforced with a concrete cap	Good

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
	Concrete masonry block seawall bonded with mortar cement and reinforced with concrete cap	Poor
7613 Alhambra Blvd.	Concrete masonry block seawall bonded with mortar cement and a reinforced with a concrete cap	Medium
7619 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7625 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7631 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7637 Alhambra Blvd.	Corrugated cement composite panels reinforced with a concrete cap	Poor
7643 Alhambra Blvd.	Corrugated cement composite panels reinforced with a concrete cap	Good
7649 Alhambra Blvd.	Corrugated cement composite panels reinforced with a concrete cap	Good
7655 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7661 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Medium
7701 Alhambra Blvd.	None	Medium

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7713 Alhambra Blvd.	None	Medium
7717 Alhambra Blvd.	None	Medium
7721 Alhambra Blvd.	None	Medium
7725 Alhambra Blvd.	None	Medium
7729 Alhambra Blvd.	Concrete masonry block seawall bonded with mortar cement and reinforced with a concrete cap	Poor
7733 Alhambra Blvd.	None	Medium
7737 Alhambra Blvd.	None	Poor
7741 Alhambra Blvd.	None	Medium
7745 Alhambra Blvd.	None	Medium
7749 Alhambra Blvd.	None	Medium
7753 Alhambra Blvd.	None	Medium
7757 Alhambra Blvd.	None	Medium
7761 Alhambra Blvd.	None	Medium
7765 Alhambra Blvd.	None	Medium
7769 Alhambra Blvd.	None	Medium
7773 Alhambra Blvd.	None	Medium
7777 Alhambra Blvd.	Concrete masonry block seawall bonded with mortar cement and a reinforced with a concrete cap	Medium
7781 Alhambra Blvd.	Corrugated cement panels	Medium
7789 Alhambra Blvd.	Sand-cement bags used as rip rap containment	Poor

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7793 Alhambra Blvd.	None	Medium
7801 Alhambra Blvd.	None	Medium
7809 Alhambra Blvd.	None	Medium
7813 Alhambra Blvd.	None	Medium
7817 Alhambra Blvd.	None	Medium
7821 Alhambra Blvd.	None	Medium
7825 Alhambra Blvd.	Concrete masonry block seawall structure	Poor
7829 Alhambra Blvd.	Concrete masonry block seawall bonded with mortar cement and reinforced with a concrete cap	Medium
7833 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7841 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7845 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7849 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7901 Alhambra Blvd.	Concrete masonry block seawall bonded with mortar cement and reinforced with a concrete cap	Good
7905 Alhambra Blvd.	Concrete masonry block seawall bonded with mortar cement	Medium

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7909 Alhambra Blvd.	Concrete masonry block seawall bonded with mortar cement	Medium
7913 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7917 Alhambra Blvd.	Concrete masonry block seawall bonded with mortar cement	Poor
3111 Tarpon Dr.	Concrete masonry block seawall bonded with mortar cement	Good
7932 Granada Blvd.	Concrete masonry block seawall bonded with mortar cement and a reinforced with a concrete cap	Medium
7930 Granada Blvd.	Concrete masonry block seawall bonded with mortar cement and reinforced with a concrete cap	Medium
7924 Granada Blvd.	Concrete masonry block seawall bonded with mortar cement and reinforced with a concrete cap	Medium
7920 Granada Blvd.	Concrete masonry block fence with what appears to be a concrete sidewalk	Medium
7916 Granada Blvd.	Concrete masonry block fence with what appears to be a concrete sidewalk	Medium

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7912 Granada Blvd.	Concrete masonry block seawall bonded with mortar cement and reinforced with a concrete cap	Medium
7908 Granada Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7904 Granada Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7900 Granada Blvd.	Corrugated cement composite panels reinforced with a concrete cap	Good
7840 Granada Blvd.	None	Medium
7836 Granada Blvd.	Corrugated cement composite panels reinforced with a concrete cap	Good
7832 Granada Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7828 Granada Blvd.	Cement filled bags with no apparent bonding and supporting a concrete cap	Poor
7824 Granada Blvd.	Cement filled bags with no apparent bonding and supporting a concrete cap	Poor
7820 Granada Blvd.	Concrete masonry block with a reinforcing concrete cap	Medium
7816 Granada Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7812 Granada Blvd.	Corrugated cement panels with a reinforcing concrete cap	Medium
7808 Granada Blvd.	Concrete masonry block with a reinforcing concrete cap	Medium
7804 Granada Blvd.	Corrugated cement panels with a reinforcing concrete cap	Medium
7800 Granada Blvd.	Concrete masonry block seawall structure due to lack of bonding, cap and protecting caulking	Poor
7794 Granada Blvd.	None	Medium
7790 Granada Blvd.	Concrete masonry block	Poor
7786 Granada Blvd.	Concrete masonry block	Poor
7782 Granada Blvd.	Concrete masonry block	Poor
7778 Granada Blvd.	Concrete masonry block	Poor
7774 Granada Blvd.	Concrete masonry block	Poor
7770 Granada Blvd.	None	Poor
7766 Granada Blvd.	Portions of cement filled bags seawall and concrete masonry blocks lacking bonding	Medium
7762 Granada Blvd.	None	Medium
7758 Granada Blvd.	Concrete masonry block	Poor
7754 Granada Blvd.	None	Medium
7750 Granada Blvd.	None	Medium
7740 Granada Blvd.	None	Medium
7730 Granada Blvd.	None	Medium

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7720 Granada Blvd.	Small area protected with concrete masonry block	Medium
7710 Granada Blvd.	None	Poor
7706 Granada Blvd.	None	Poor
7700 Granada Blvd.	Corrugated cement panels reinforced with concrete cap	Medium
7680 Granada Blvd.	Concrete masonry block reinforced with concrete masonry block cap	Poor
7672 Granada Blvd.	Concrete masonry block reinforced with concrete masonry block cap and bonded with mortar cement and a concrete slab	Poor
7666 Granada Blvd.	Traces of a seawall structure consisting of concrete masonry block sections and segmented pieces of cast in place concrete	Poor
7660 Granada Blvd.	Two segment seawall structure consisting of corrugated cement panels reinforced with concrete cap and secondary wall built over seawall also constructed with concrete masonry block bonded with mortar cement and a decorative fence	Good
7654 Granada Blvd.	None	Poor

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7650 Granada Blvd.	Corrugated cement panels reinforced with concrete cap	Medium
7648 Granada Blvd.	Corrugated cement panels reinforced with concrete cap	Medium
7642 Granada Blvd.	Concrete masonry block seawall bonded with a mortar, over concrete slab	Poor
7636 Granada Blvd.	Concrete masonry block seawall bonded with a mortar, over a concrete slab	Medium
7630 Granada Blvd.	Concrete masonry block seawall bonded with mortar cement and covered with stucco over a concrete slab	Good
7624 Granada Blvd.	Concrete masonry block seawall bonded with mortar cement and covered with stucco over a concrete slab	Good
7618 Granada Blvd.	Concrete masonry block seawall bonded with mortar cement and covered with stucco over a concrete slab	Good
7612 Granada Blvd.	Concrete masonry block	Poor
7606 Granada Blvd.	Concrete masonry block	Poor
7600 Granada Blvd.	Corrugated formed concrete and reinforced with a concrete cap	Medium

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7580 Granada Blvd.	Concrete masonry block bonded with mortar cement	Poor
7570 Granada Blvd.	None	Medium
7560 Granada Blvd.	None	Medium
7550 Granada Blvd.	None	Medium
7540 Granada Blvd.	Concrete masonry block bonded with mortar cement	Poor
7530 Granada Blvd.	Concrete masonry block bonded with mortar cement	Medium
7520 Granada Blvd.	None	Poor
7510 Granada Blvd.	Concrete masonry block	Poor
7500 Granada Blvd.	Concrete masonry block with a reinforced with concrete cap	Medium
7410 Granada Blvd.	Concrete masonry block	Poor
7400 Granada Blvd.	None	Poor
7330 Granada Blvd.	None (some concrete segments)	Poor
7320 Granada Blvd.	Concrete segments	Poor
7310 Granada Blvd.	None	Medium
7300 Granada Blvd.	None	Medium
7240 Granada Blvd.	Sand-cement bags used as rip rap containment	Good
7230 Granada Blvd.	Sand-cement bags used as rip rap containment	Poor
7220 Granada Blvd.	None	Poor
7210 Granada Blvd.	None	Medium

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7200 Granada Blvd.	None	Medium
7140 Granada Blvd.	None	Medium
7130 Granada Blvd.	Concrete masonry block seawall	Poor
7120 Granada Blvd.	None	Medium
7110 Granada Blvd.	None	Medium
7100 Granada Blvd.	None	Medium
Granada Blvd. and Turnpike heading north	None	Medium
Granada Blvd. and Turnpike heading north	None	Good
Turnpike heading north and south	Concrete	Good
Turnpike heading south	None	Medium
Turnpike heading south	Concrete	Good
Turnpike heading south-ramp	None	Poor
7401 Riviera Blvd.-Granada Canal	None	Poor
Granada Canal heading west	None	Poor
Granada Canal-Lake heading south-east	None	Poor

5.
RESOLUTIONS
March 2, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: March 2, 2016

Second Reading Date:

Presenter's Name and Title: Thomas Good, Director of Public Works, on behalf of Public Works Department, and Barbara Hastings, Assistant Director of Finance

Temp Reso Number: 5941

Item Description: Temp. Reso. No. 5941, APPROVING THE RENEWAL OF THE SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT WITH WASTE PRO OF FLORIDA, INC., FOR THE FIRST THREE-YEAR RENEWAL PERIOD, COMMENCING MAY 1, 2016; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED AND RESTATED FRANCHISE AGREEMENT WITH WASTE PRO OF FLORIDA, INC.; AUTHORIZING A RECONCILIATION PAYMENT TO WASTE PRO OF FLORIDA, INC. FOR PAST SERVICES RENDERED. (Public Works Director Thomas Good and Assistant Director of Finance Barbara Hastings).

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Summary Explanation and Background: The City of Miramar Public Works Department is responsible for solid waste and recycling collection sanitation services.

On January 26, 2011, the City Commission adopted Reso. No. 11-53, awarding a five year Franchise Agreement to Waste Pro of Florida, Inc. ("Waste Pro") for the exclusive provision of solid waste and recycling collection. The initial five-year term of the Franchise Agreement commenced on May 1, 2011, and is effective through April 30, 2016. The Franchise Agreement contains two optional three-year renewal periods and provides for the City to make a decision on exercising the first three-year renewal period by March 1, 2016.

To obtain the most beneficial terms to the City, staff proposes to renew the Agreement for the first three-year renewal period, commencing May 1, 2016 through April 30, 2019. The proposed renewal extends the term of the Original Agreement, provides for other mutually beneficial services, and strengthens customer service standards and the City's contract enforcement mechanisms.

This Resolution provides for approval to exercise the first three-year renewal option period and authorizes execution of an Amended and Restated Solid Waste and Recycling Collection Franchise Agreement with Waste Pro to provide exclusive Solid Waste and Recycling Collection Services for the City of Miramar.

This Resolution also authorizes a reconciliation payment to Waste Pro for services rendered during the initial term of the Franchise Agreement.

Instructions for the Office of the City Clerk:

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Fiscal Year 2016 Reduction to Revenue Account No. 369921, entitled "Cost Avoidance Collection-Residential" of approximately $385,581.00 and Account No. 369923, entitled "Cost Avoidance Collection-Commercial" of approximately $73,365.00 has been accounted for during the Fiscal Year 2016 budget process. This impact does not change residential or commercial solid waste rates. The reconciliation was accrued in Fiscal Year 2015 and will be charged to Account No. 001-90-000-519-000-604998 entitled "Non-Department-Contingency".

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 5941**
  - **Exhibit A: Amended and Restated Franchise Agreement with Waste Pro**
- **Attachment(s)**
  - **Attachment 1: Consultant Letter of Recommendation**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Thomas Good, Director of Public Works

DATE: January 20, 2016

RE: Temp. Reso. No. 5941, approving renewal of the "Solid Waste and Recycling Collection Franchise Agreement" with Waste Pro of Florida, Inc., for Solid Waste and Recycling Collection Services; authorizing a reconciliation payment to Waste Pro of Florida, Inc. for past services rendered.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5941, approving the first optional three year renewal period of the "Solid Waste and Recycling Collection Franchise Agreement" with Waste Pro of Florida, Inc; authorizing execution of an Amended and Restated Franchise Agreement in substantial conformity with Exhibit "A" attached to the Resolution and authorizing a reconciliation payment to Waste Pro.

ISSUE: City Commission approval is required for renewal of agreements initially approved by the City Commission.

BACKGROUND: The City of Miramar Public Works Department is responsible for solid waste, recycling and collection sanitation services.

As a result of a competitive bid process, on January 26, 2011 the City Commission adopted Resolution No. 11-53 awarding a five year Solid Waste and Recycling Collection Franchise Agreement to Waste Pro of Florida, Inc. ("Waste Pro"). The initial five-year term of the Franchise Agreement commenced May 1, 2011 and is effective through April 30, 2016.

The Franchise Agreement contains two optional three-year renewal periods and provides for the City to make a decision on exercising the first three-year renewal period by March 1, 2016.

The Franchise Agreement provides for allowable considerations upon completion of the initial term. The City and Waste Pro have been negotiating in good faith,

and have agreed upon a mutually beneficial amended and restated agreement with terms and conditions that are acceptable to both parties.

A summary of considerations provided for in the Amended and Restated Franchise Agreement include:

1. A 5% adjustment for collection charges based on the Consumer Price Index (CPI), Series CWUR0000SEHG02;
2. A Weight Generation Factor (WGF) increase from 1.20 to 1.43;
3. Funding to the City for educational programs;
4. Contractor repair and replacement of recycling carts;
5. Global Position System (GPS) requirement for vehicles to enhance monitoring of collection vehicles;
6. Strengthened performance measures and liquidated damages owed to the City for breaches;
7. No cost monthly Household Hazardous Waste (HHW) and Electronic Waste Collection events;
8. Recycled residential paint at no cost.

These considerations will not impact residential or commercial service rates. However, the collection component of the rates for industrial and construction and demolition (C&D) services will increase by 5%. To the extent necessary, existing solid waste revenues have been factored to fund the negotiated acceptable terms.

To ensure the considerations were in the City's best interest, City staff collaborated with ARCADIS-US, an independent consultant to review the existing Franchise Agreement and proposed Amended and Restated Franchise Agreement. The consultant opined that the Amended and Restated Franchise Agreement is beneficial to the City and strengthens the existing Franchise Agreement.

The table below shows a comparison of current monthly solid waste collection and disposal residential rates of other Broward County cities:

Broward County Cities	Current Rates
Coconut Creek	$14.35
Lauderdale-By-The-Sea	$14.64
Weston	$14.82
Oakland Park	$17.08
Sunrise	$17.86
North Lauderdale	$18.00
Pembroke Pines	$18.33
Miramar	**$18.75**

Broward County Cities	Current Rates
Hallandale Beach	$18.79
Davie	$18.84
Coral Springs	$19.56
Margate	$19.90
Pompano Beach	$20.18
West Park	$21.42
Deerfield Beach	$22.34
Tamarac	$22.81
Lauderdale Lakes	$23.14
Dania Beach	$23.16
Wilton Manors	$23.34
Cooper City	$27.54
Fort Lauderdale	$28.95
Parkland	$29.56
Hollywood	$31.00
Lighthouse Point	$32.90
Southwest Ranches	$34.89
Lauderhill	$40.55
Average	**$22.80**

Waste Pro continues to be a good corporate partner, has performed satisfactorily during the initial term of the agreement, and the City's solid waste rates remain on the lower tier for service costs in Broward County.

Separate from the request for approval of the Franchise Agreement renewal, staff is reporting that during the course of the initial term of the Franchise Agreement, City staff discovered that some residential customers were not billed. Approximately 500 residential accounts were deemed uncollectible due to Finance staff's lack of ability to reconcile Waste Pro's records in sufficient time to pursue collections. After reconciling records with Waste Pro for a period in excess of four years, City staff settled on a mutually agreeable past due amount of $325,285 to pay Waste Pro for services rendered to residential customers during the initial term of the Franchise Agreement.

A summary of the solid waste, recycling and collection services provided include:

- Twice a week solid waste collection services using the 96 gallon roll-cart;
- Monthly unlimited residential bulk pickup;
- Residential recycling using 64 gallon roll-cart; and
- Municipal facility dumpster service.

Staff proposes to renew the agreement for the first optional three-year renewal period upon the terms and conditions set forth in the proposed Amended and Restated Franchise Agreement. The City will benefit by preserving the value of existing service levels and maintaining the original residential and commercial contracted service rates charged to customers. Further, due to recent industry activities, a Request for Proposal (RFP) could result in fewer collection services offered and potentially increase solid waste rates to all customers.

Temp. Reso. No. 5941
1/20/16
2/24/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE RENEWAL OF THE SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT WITH WASTE PRO OF FLORIDA, INC., FOR THE FIRST THREE-YEAR RENEWAL PERIOD, COMMENCING MAY 1, 2016; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED AND RESTATED FRANCHISE AGREEMENT WITH WASTE PRO OF FLORIDA, INC.; AUTHORIZING A RECONCILIATION PAYMENT TO WASTE PRO OF FLORIDA, INC. FOR PAST SERVICES RENDERED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Department is responsible for solid waste and recycling collection services; and

WHEREAS, on January 26, 2011, the City Commission adopted Resolution No. 11-53 awarding a Franchise Agreement to Waste Pro of Florida, Inc., ("Waste Pro") to provide exclusive solid waste and recycling collection service within the City; and

WHEREAS, on March 15, 2011, the City and Waste Pro entered into a Solid Waste and Recycling Collection Franchise Agreement (the "Franchise Agreement"), which sets forth the terms and conditions for Waste Pro's provision of exclusive solid waste and recycling collection services within the City of Miramar; and

WHEREAS, the initial five-year term of the Franchise Agreement commenced on May 1, 2011, and is effective through April 30, 2016; and

WHEREAS, the Franchise Agreement contains two optional three-year renewal periods and provides for the City to make a decision on exercising the first three-year renewal period by March 1, 2016; and

WHEREAS, City staff and Waste Pro have concluded negotiations in good faith and have tentatively agreed upon terms and conditions for the first three year renewal period; and

WHEREAS, City staff has negotiated to pay Waste Pro $325,285.00 for services rendered by Waste Pro during the initial term of the Franchise Agreement that were not billed or paid for (the "Reconciliation Payment"); and

WHEREAS, the City Manager recommends renewal of the Franchise Agreement for the first optional three year renewal period, commencing May 1, 2016 to April 30, 2019, authorizing execution of the Amended and Restated Solid Waste and Recycling Franchise Agreement with Waste Pro, attached as Exhibit "A" (the "Amended Franchise Agreement"), and authorizing the Reconciliation Payment to Waste Pro; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the first three-year renewal of the Franchise Agreement with Waste Pro, commencing May 1, 2016 to April 30, 2019, authorize the City Manager to execute the Amended Franchise Agreement, attached as Exhibit "A", and authorize the Reconciliation Payment to Waste Pro.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: The foregoing **"WHEREAS"** clauses are hereby ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the first three year renewal term of the Franchise Agreement with Waste Pro, commencing May 1, 2016 to April 30, 2019.

Section 3: That the City Manager is authorized to execute the Amended Franchise Agreement with Waste Pro, attached as Exhibit "A", together with such non-substantial changes as are deemed necessary by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to issue the $325,285.00 Reconciliation Payment to Waste Pro for services rendered during the initial term of the Franchise Agreement.

Section 5: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 6: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved this RESOLUTION as to form:

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

EXHIBIT "A"

Amended and Restated

Solid Waste and Recycling

Collection Franchise Agreement

Between

THE CITY OF MIRAMAR

AND

WASTE PRO OF FLORIDA, INC.

AMENDED AND RESTATED FRANCHISE AGREEMENT
MIRAMAR, FLORIDA

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AMENDED AND RESTATED FRANCHISE AGREEMENT
FOR
SOLID WASTE & RECYCLING COLLECTION

This Amended and Restated Franchise Agreement (hereinafter referred to as "Agreement") is made and entered into the _____ day of _____, 2016, by and between the CITY OF MIRAMAR, a municipal corporation authorized and doing business in the State of Florida (hereinafter referred to as "CITY"), and Waste Pro of Florida, Inc. (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY issued RFP No. 10-07-18 for the provision of Solid Waste and Recycling Collection Services and CONTRACTOR was determined to be the Successful Proposer to the RFP; and

WHEREAS, the City and the CONTRACTOR entered into a Franchise Agreement for Solid Waste and Recycling Collection, dated May 1, 2011, (the "Original Franchise Agreement") for a five year period, with the City's option to renew the Original Franchise Agreement, for two, three year renewal periods thereafter; and

WHEREAS, the City desires to exercise its option to renew the Original Franchise Agreement for the first three-year renewal period; and

WHEREAS, CITY and CONTRACTOR desire to enter into this Amended and Restated Agreement for the provision of a Solid Waste and Recycling Collection Services upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, for the mutual benefits and other consideration recited herein, the parties agree as follows:

SECTION 1: FRANCHISE

1.1 **FRANCHISE**

For a period of three (3) years, CITY grants CONTRACTOR the exclusive franchise and the sole obligation to operate and maintain a comprehensive Solid Waste and other refuse Collection system and service, as well as Recycling Collection systems for Residential Curbside Service Units in and for CITY, except as specifically excluded in this Agreement. This Agreement does not include Commercial Recycling of recovered materials. CONTRACTOR is authorized by CITY to enter in and upon private property, in, upon, over and across the present and future streets, alleys, bridges, easements and other public places of CITY for the purpose of collecting the Solid Waste, Recyclable Materials and other refuse of the residents, inhabitants, businesses and other entities existing within the municipal corporate limits of CITY, or as directed in conformance with the Charter and Ordinances of CITY and other applicable law.

1.2 **TERM OF FRANCHISE**

The term of the Original Franchise Agreement for Solid Waste & Recycling Collection and disposal services was for a period of five (5) consecutive years, commencing on May 1, 2011 at 12:00 A.M. and continuing through April 30, 2016 at 11:59 P.M. (the "Initial Term"), subject to renewal for two, three (3) year renewal periods. The term of this Amended and Restated Agreement shall be for a period of three (3) consecutive years commencing on May 1, 2016 at 12:00 A.M. and continuing through April 30, 2019 at 11:59 P.M. (the "First Renewal Term"), subject to renewal as provided in Section 1.5.

1.3 **EXPIRATION OF AGREEMENT PROVISIONS**

In order to provide for a smooth transition period at the expiration of the First Renewal Term of this Agreement, CITY agrees to award a new Agreement by March 1, 2019, to be effective May 1, 2019. In the event a new Agreement has not been awarded in the time frame indicated above, and renewal options are not being exercised, CONTRACTOR agrees to provide service to CITY for up to an additional one hundred and twenty (120) day period beyond the expiration of the Agreement at the then established rates, provided CITY requests said services, in writing, at such time.

1.4 **FRANCHISE FEE**

CONTRACTOR agrees to pay Franchise Fees to the CITY in return for the use of the streets, alleys, bridges, easements and other public places of CITY as reflected in the Rate Structure attached hereto as Exhibits 1 through 5, for Solid Waste, Recyclable Materials, and other refuse Collection and removal accounts served within CITY's municipal corporate limits. The aforesaid payment shall be made to CITY by:

1.4.1. CITY deducting the Franchise Fee from the amounts collected by CITY from the accounts served by CONTRACTOR, as provided herein, or

1.4.2. Collection and payment of the Franchise Fee by CONTRACTOR where CONTRACTOR performs billing and collection of payment, as provided under Sections 5.1 and 5.2.2 of this Agreement.

1.5 **OPTION TO RENEW**

After the Initial Term, the CITY exercised the option to renew this Agreement for an additional three (3) year period, and upon completion of that period, the CITY shall again have the option to renew for an additional three (3) year period. The CITY and CONTRACTOR hereby acknowledge and agree to the CITY's exercise of the first renewal option term for the commencing First Renewal Term. The parties may extend this Agreement by mutual consent, in writing, for an additional three (3) year period prior to the expiration of the First Renewal Term on May 1, 2019. This provision in no way limits CITY's right to terminate this Agreement for cause at any time during the First Renewal Term or any extension thereof pursuant to Sections 8.6 and 8.7 of this Agreement.

SECTION 2: DEFINITIONS

For purposes of this Agreement, the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the Code of the CITY shall apply. When not inconsistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

A. **Administrative Fees** shall mean fees paid by CONTRACTOR to CITY for the purpose of covering CITY's administrative costs associated with CITY performing the monitoring, billing and collection of payment for all Services subject to this franchise agreement.

B. **Agreement** shall mean this Franchise Agreement.

C. **Bags** shall mean non-dissolvable plastic trash bags, each with a capacity of thirty-nine (39) gallons or less.

D. **Bio-Hazardous or Bio-Medical Waste** shall mean any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms. Included are waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes that may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves.

E. **Bulk Trash** shall mean those wastes that may require special handling and management, including but not limited to: White Goods, furniture, concrete, rubble, mixed roofing materials, rock, gravel and other earthen materials, equipment, wire and cable and other similar items including materials resulting from home improvements and any and all household goods and furniture which are customary to ordinary housekeeping operations of a Residential Service Unit. The customer at the Residential Service Unit wherein the Bulk Trash is collected must generate Bulk Trash. Bulk Trash does not include items herein defined as Contractor-Generated Waste or Exempt Waste

F. **Bulk Waste** shall mean Bulk Trash and Bulk Yard Trash. Bulk Waste must be generated by the customer and at the Residential Service Unit wherein the Bulk Waste is collected. Bulk Waste does not include items herein defined as Contractor-Generated Waste or Exempt Waste.

G. **Bulk Yard Trash** shall mean all types of palm fronds and Yard Trash exceeding six feet (6') in its longest dimension, exceeding twelve inches (12") in diameter and weighing forty pounds (40 lbs.) or more. Bulk Yard Trash must be a part of normal yard maintenance and be generated by the customer at the Residential Service Unit wherein the Bulk Yard Trash is collected. Bulk Yard Trash does not include items herein defined as Contractor-Generated Waste or Exempt Waste.

H. **City Manager** shall mean the City Manager of the CITY, or the City Manager's designated representative(s).

I. **Collection** shall mean the process in which Residential Waste, Commercial Solid Waste, Construction and Demolition Debris, or Recyclable Materials are removed and transported to the Designated Disposal Facility or Designated Recycling Facility as appropriate.

J. **Collection Service** shall mean Residential Services and Commercial Services.

K. **Commercial Establishment** shall mean all retail, professional, wholesale, institutional and industrial facilities and any other commercial enterprises, including Hotels and Motels and licensed recreational vehicle parks, offering goods or services to the public located in the Service Area.

L. **Commercial Services** shall mean Commercial Solid Waste Collection Service and Roll-Off Collection Service performed in the Service Area.

M. **Commercial Service Unit** shall mean any Commercial Establishment in the Service Area.

N. **Commercial Solid Waste** shall mean any Garbage or Rubbish that is usual to the normal operations of a Commercial Service Unit. The customer at the Commercial Service Unit wherein the Commercial Solid Waste is collected and does not include items defined as Yard Trash, Bulk Waste, Contractor-Generated Waste or Exempt Waste must generate commercial Solid Waste.

O. **Commercial Solid Waste Collection Service** shall mean the Collection and disposal of Commercial Solid Waste from Commercial Service Units in the Service Area that utilize Containers, Compactors or Roll Carts for the set-out and Collection of Commercial Solid Waste.

P. **Compactor** shall mean any Container, regardless of size, which has a compaction mechanism, whether stationary or mobile. All such equipment must be clearly marked to prohibit their use for the disposal of Hazardous Waste, Bio-Hazardous, biological or Bio-Medical Waste or Sludge.

Q. **Construction and Demolition Debris** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean discarded materials generally considered to be not water-soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. State Statute defines Construction and Demolition Debris as Special Waste that is further defined as Solid Waste.

R. **Container** shall mean any metal or plastic container, with a capacity of one cubic yard up to and including ten cubic yards, designed or intended to be mechanically dumped into a loader-packer type garbage truck, including Compactors. All such Containers must be clearly marked in a manner so as to prohibit their use for the disposal of Hazardous Waste, Bio-Hazardous, biological, or Bio-Medical Waste or Sludge.

S. **CONTRACTOR** shall mean the person or entity set out initially above that has entered into this Agreement to provide the services described herein for the Service Area.

T. **Contractor-Generated Waste** shall mean Bulk Trash or Bulk Yard Trash generated by builders, building contractors, privately employed tree trimmer and tree surgeons, landscape services and lawn or yard maintenance services and nurseries.

U. **County** shall mean Broward County, Florida.

V. **Designated Disposal Facility** shall mean the facility designated by the CITY for the transport and delivery of Solid Waste, Bulk Waste and other materials (except for Recyclable Materials) collected by CONTRACTOR pursuant to this Agreement. CITY reserves the right to designate an alternative Designated Disposal Facility. CONTRACTOR shall be responsible for all Disposal Charges owed to the Designated Disposal Facility resulting from CONTRACTOR Collection Service.

W. **Designated Recycling Facility** shall mean the Materials Recovery Facility designated by the CITY for the transport and delivery of Recyclable Materials collected by CONTRACTOR pursuant to this Agreement. CITY reserves the right to designate an alternative designated Materials Recovery Facility.

X. **Disposal Charges** shall mean the prevailing per-ton rate charged at the Designated Disposal Facility for the acceptance and disposal of Residential Waste, Commercial Solid Waste and other waste materials.

Y. **Dwelling Unit** shall mean any individual living unit in a single family dwelling, multi-family dwelling or mixed-used dwelling within a structure or building intended for or capable of being utilized for residential living, other than those structures or building units included within the definition of Commercial Service Unit.

Z. **Exempt Waste** shall mean Bio-Hazardous or Bio-Medical Waste, Hazardous Waste, Sludge, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, those wastes under the control of the Nuclear Regulatory Commission and those other materials whose size, weight, or both are in excess of that allowed for Bulk Waste as defined herein.

AA. **Franchise Fee** shall mean the charge to CONTRACTOR for the use of present and future streets, alleys, bridges, easements and other public places of CITY.

BB. **Garbage** shall mean all putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials, whether attributed to residential or commercial activities.

CC. **Garbage Can** shall mean any commonly available light gauge steel, plastic or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, and without any jagged or sharp edges, furnished with a closely fitted top or lid and handle. A Garbage Can shall be of a capacity of not less than thirty-two (32) gallons, and not greater than thirty-nine (39) gallons and, including waste materials, such Garbage Can shall not exceed fifty (50) pounds in weight.

DD. **Hazardous Waste** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean solid waste, or a combination of solid wastes which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

EE. **Materials Recovery Facility ("MRF")** shall mean any facility designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclable Materials for sale, and that meets the requirements of Section 403.7046, Florida Statutes.

FF. **Multi-Family Service Unit** shall mean any combination of five (5) or more Dwelling Units in the Service Area utilizing a common Container or Containers for the accumulation and set-out of Residential Solid Waste.

GG. **Neighborhood Recycling Station** shall mean those locations designated by the CITY for the Collection of Recyclable Materials, where the CONTRACTOR shall maintain sufficient Recycling Containers for residents to deposit Recyclable Materials. The CITY shall designate the number and type of containers.

HH. **Non-Collection Notice** shall mean a form used by the CONTRACTOR to notify customers of the reason for non-Collection of materials set out by the customer for Collection by the CONTRACTOR pursuant to the Agreement, developed by the CONTRACTOR and approved by the CITY.

II. **Ordinance** shall mean those parts of the Code of the CITY governing Solid Waste Collection, Disposal and Recycling activities within the CITY.

JJ. **Rate Structure** shall mean the rates approved by the CITY shown in Exhibits 1 through 5 attached to this Agreement.

KK. **Recovered Materials** means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered materials as described in this subsection are not solid waste.

LL. **Recyclable Materials** shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste. Recyclable Materials to be collected include: newsprint; old corrugated cardboard; incidental craft paper; clear, green, and brown glass containers; steel, bimetal and aluminum containers; #1 PETE, #2 HDPE and #3 PVC plastic containers; plastic coated and aseptic containers. These materials may be re-defined by the CITY from time-to-time, at the sole discretion of the CITY.

MM. **Recycling** shall mean any process by which materials that would otherwise have been Solid Waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

NN. **Recycling Bin** shall mean a rigid rectangular receptacle made of plastic or other suitable substance of no less than 14 gallons, provided and distributed by the CONTRACTOR, to those Residential Curbside Service Units in the Service Area.

OO. **Recycling Cart** shall mean a Container that is made with heavy-duty hard plastic or other impervious material, hot-stamped or stenciled with the City logo, mounted on two wheels, equipped with a tight fitting hinged lid, not less than thirty (30) gallons nor more than one hundred (100) gallons in rated capacity, and designed or intended to be used for automated or semi-automated Collection Service for recycling.

PP. **Recycling Container** shall mean a Container designated for Recyclable Materials Collection, provided and distributed by CONTRACTOR, to all Multi-Family Service Units in the Service Area.

QQ. **Recycling Services** shall mean the Collection of Recyclable Materials by the CONTRACTOR from those Residential Service Units in the Service Area and the delivery of those Recyclable Materials to a Materials Recovery Facility.

RR. **Residential Containerized Recycling Collection Service** shall mean the Collection of Recyclable Materials from Residential Containerized Service units.

SS. **Residential Containerized Bulk Waste Collection Service** shall mean Bulk Waste Collection from Residential Containerized Service Units.

TT. **Residential Containerized Collection Service** shall mean Residential Containerized Solid Waste Collection Service, Residential Containerized Recycling Collection Service and Residential Containerized Bulk Waste Collection Service.

UU. **Residential Containerized Service Unit** shall mean any Residential Service Unit utilizing Container(s) or Compactor(s) for the accumulation and set-out of Residential Solid Waste.

VV. **Residential Containerized Solid Waste Collection Service** shall mean the Collection of Residential Solid Waste from Residential Containerized Service Units located within the Service Area and the delivery of the Residential Solid Waste to the Designated Disposal Facility.

WW. **Residential Curbside Bulk Waste Collection Service** shall mean Bulk Waste and Yard Trash Collection from Residential Curbside Service Units.

XX. **Residential Curbside Collection Service** shall mean Residential Curbside Solid Waste Collection Service, Residential Curbside Recycling Collection Service, and Residential Curbside Bulk Waste Collection Service.

YY. **Residential Curbside Recycling Collection Service** shall mean the Collection of Recyclable Materials from Residential Curbside Service Units, and Multi-Family Service Units not receiving containerized services, utilizing Recycling Bins, Recycling Carts, or Recycling Containers.

ZZ. **Residential Curbside Service Unit** shall mean any Residential Service Unit, or Multi-Family Service Unit not receiving containerized services, utilizing a Roll Cart Bags, or bundles for the accumulation and set-out of Residential Solid Waste.

AAA. **Residential Curbside Solid Waste Collection Service** shall mean the Collection of Residential Solid Waste from Residential Curbside Service Units, and Multi-Family Service Units not receiving containerized services, in the Service Area and the delivery of that Residential Solid Waste to the Disposal Facility.

BBB. **Residential Services** shall mean Residential Curbside Collection Service and Residential Containerized Collection Service.

CCC. **Residential Service Unit** shall mean Residential Curbside Service Units and Residential Containerized Service Units located in the Service Area.

DDD. **Residential Solid Waste** shall mean Garbage, Yard Trash, and Rubbish resulting from the normal household activities of a Residential Service Unit. Residential Solid Waste must be generated by the customer and at the Residential Service Unit wherein the Residential Solid Waste is collected, and does not include items defined herein as Contractor-Generated Waste or Exempt Waste.

EEE. **Residential Waste** shall mean Residential Solid Waste and Bulk Waste resulting from the normal household activities of a Residential Service Unit. Residential Waste must be generated by the customer and at the Residential Service Unit wherein the Residential Waste is collected, and does not include items defined herein as Contractor-Generated Waste or Exempt Waste.

FFF. **Roll Cart** shall mean a Container that is made with heavy-duty hard plastic or other impervious material, hot-stamped or stenciled with the City logo, mounted on two wheels, equipped with a tight fitting hinged lid, not less than thirty (30) gallons nor more than one hundred (100) gallons in rated capacity, and designed or intended to be used for automated or semi-automated Collection Service for Garbage and Rubbish.

GGG. **Roll-Off Collection Service** shall mean the Collection and disposal of Roll-Off Containers and Roll-Off Compactors containing materials including, but not limited to, Contractor-Generated Waste and Construction and Demolition Debris, which are not herein defined as Residential Waste or Commercial Solid Waste but are considered exclusive to the CONTRACTOR under the terms and conditions of this Agreement. All such Roll-Off Containers must be clearly marked to prohibit their use for the disposal of Hazardous Waste, Bio-Hazardous, biological or Bio-Medical Waste or Sludge.

HHH. **Roll-Off Compactor** shall mean any Compactor with a capacity of more than eight (8) cubic yards, which is normally loaded onto a motor vehicle and transported to a disposal facility for dumping.

III. **Roll-Off Containers** shall mean any non-Compactor storage and Collection equipment or device with a capacity of more than eight (8) cubic yards, which is normally loaded onto a motor vehicle and transported to a disposal facility for dumping.

JJJ. **Rubbish** shall mean all refuse, accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweep-ups and all other accumulations of a nature other than Garbage and Yard Trash, resulting from the normal activities of a Residential Service Unit or Commercial Service Unit wherein the Rubbish is collected. Rubbish does not include items defined as Contractor-Generated Waste or Exempt Waste.

KKK. **Scheduled Collection Day** shall mean any day in which Collection activities take place; residential Collection takes place Monday through Saturday, and commercial Collection takes place Monday through Sunday.

LLL. **Service Area** shall mean the municipal limits of the CITY.

MMM. **Sludge** shall mean the accumulated solids, residues and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other such waste having similar characteristics or effects.

NNN. **Solid Waste** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean Sludge unregulated under the federal Clean Water Act or Clean Air Act; Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or Garbage, Rubbish, refuse, Special Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recyclable Materials are not Solid Waste. Solid Waste shall include Residential Solid Waste, Residential Waste, and Commercial Solid Waste as defined in this Section.

OOO. **Temporary Household Hazardous and Electronic Waste Station** shall mean those temporary locations designated or approved by the CITY for the Collection of special household items, including but not limited to: paint containers, aerosol cans, pesticides, chemicals, batteries, lead acid batteries (including automotive), fluorescent light bulbs, automotive tires, used oil, and electronic waste, etc. No Solid Waste, Recyclable Materials, Bulk Waste, Yard Debris, or Construction and Demolition Debris shall be accepted at such stations.

PPP. **Special Waste** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean Solid Wastes that can require special handling and management, including but not limited to white goods, waste tires, used oil, lead-acid batteries, Construction and Demolition Debris, ash residue, Yard Trash and biological wastes.

QQQ. **Yard Trash** shall mean any vegetative matter resulting from normal yard and landscaping maintenance that is not more than twelve inches (12”) in diameter. Yard Trash must be generated by the customer and at the Residential Service Unit wherein the Yard Trash is collected. Yard Trash does not include items defined as Contractor-Generated Waste or Exempt Waste.

RRR. **White Goods** shall mean discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the customer and at the Residential Service Unit wherein the White Goods are collected.

SSS. **Work Day** shall mean any day, Monday through Friday, excluding CITY holidays.

SECTION 3: SERVICES TO BE PROVIDED BY CONTRACTOR

CONTRACTOR shall provide all Residential Services and Commercial Services, as defined in Section 2 above, within the corporate limits of CITY, except as provided in this Agreement. Said service shall include:

3.1 RESIDENTIAL SOLID WASTE

3.1.1 Residential Curbside Solid Waste Collection Service. CONTRACTOR shall pick up solid waste and recycling for collection, twice per week, using a Roll Cart or Recycling Bin for solid waste and a Recycling Cart for recycling from each Residential Curbside Service Unit. Said items shall be placed at the curb, within five (5) feet of the street. In addition, branches, limbs and other vegetative items less than six (6) feet in its longest dimension and less than twelve inches (12”) in diameter, and not easily contained in a Roll Cart, shall be picked up during the regularly scheduled bulk trash collection service day.

Christmas Trees shall be a special pick up by the CONTRACTOR to occur within a 7 day period as designated by the CITY in collaboration with CONTRACTOR. The method of pick up by CONTRACTOR will require approval by CITY. Any collection of Christmas trees outside of the 7 day period will be collected on the regular bulk trash collection day.

A Residential Curbside Customer that uses a Roll Cart shall not use Curbside Containers or Plastic Bags to set out Garbage or Rubbish, unless the City approves such practices.

Each Curbside Container and Roll Cart shall be constructed so as to prevent intrusion by water and animals, and the expulsion of its contents; have a cover that is free from sharp edges; and not have inside structures that prevent the free discharge of the Container's contents.

A Residential Curbside Customer is required to place Yard Trash in a Roll Cart or neatly stack Yard Trash for bulk trash collection. Leaves, twigs, and similar small materials shall be set-out in a Roll-Cart or in bags for bulk trash collection.

Recyclable Materials shall be set out for Collection in a Recycling Bin or Recycling Cart. Cardboard shall be flattened, cut to a maximum size of 3 feet by 3 feet, and placed in or next to a Recycling Bin.

Each Residential Curbside Customer shall place their Curbside Container, Roll Cart, Recycling Bin, Recycling Cart, Plastic Bag, Yard Trash, Bulk Waste, White Goods, and Electronic Equipment at the Curbside prior to 6:00 a.m. on the Scheduled Collection Day.

3.1.2 Residential Containerized Solid Waste Collection Service. CONTRACTOR shall provide sizes, numbers and types of Containers necessary for efficient and sanitary services based on the reasonable request of an authorized representative of Multi-Family Service Units. Service levels must meet the requirements as contained in CITY's Code of Ordinances. CONTRACTOR shall provide Containers at the approved rental rates; however, customers may own their Container(s) provided that the customer shall be completely serviced by the CONTRACTOR's equipment. Containers shall be picked up as frequently as volume demands but not less than twice per week, unless the CITY approves less frequent service. The size of Containers and frequency of pick-up shall be mutually agreed upon by the customer and the CONTRACTOR. Containers provided by CONTRACTOR shall meet accepted industry standards and be maintained by CONTRACTOR as necessary to maintain efficient and sanitary services. Containers owned by customers shall meet accepted industry standards and be maintained by the customer. CONTRACTOR shall notify customer if it is deemed necessary to increase service and notify CITY of their intention to do so. Rates shall be in accordance with attached Exhibits.

Each Residential Mechanical Container Customer shall comply with the following set-out procedures: (a) Garbage, Rubbish, and Yard Trash shall be placed in the mechanical Container located in or adjacent to their building; (b) their Recyclable Materials shall be placed in a Recycling Container located in or adjacent to their

building; (c) their Bulk Waste, White Goods, and Electronic Equipment shall be placed at the location designated for the Collection of such materials on the customer's premises; and (d) their palm fronds and Christmas trees shall be placed in the mechanical Containers or at the location designated for the Collection of such materials on the customer's premises.

The Contractor and the customer shall select mutually acceptable locations for (a) the placement of the mechanical Container and Recycling Container that will be used by the customer and serviced by the Contractor and (b) the Collection of Bulk Waste, White Goods, Electronic Equipment, palm fronds and Christmas trees. These locations are subject to the CITY's approval.

3.1.3 Container and Roll Cart Replacements. CONTRACTOR's employees shall take care to prevent damage to Containers and Roll Carts owned by CONTRACTOR, and Residential or Commercial Service Units by unnecessary rough treatment. However, CONTRACTOR shall replace any Container and Roll Cart owned by CONTRACTOR, Residential or Commercial Service Units damaged by CONTRACTOR, beyond normal wear and tear, at CONTRACTOR's expense, within five (5) Scheduled Collection Days at no cost or inconvenience to the customer. CONTRACTOR shall report all Container, and Roll Cart replacements to CITY.

NOTE: Section 3.2 has been purposefully left blank.

3.3 RESIDENTIAL BULK WASTE

3.3.1 Residential Curbside Bulk Waste Collection Service. CONTRACTOR shall pick up, 12 times per year, Bulk Waste, including Bulk Trash and Bulk Yard Trash from Residential Curbside Service Units. Bulk Waste must be generated by the customer and at the Residential Curbside Service Unit wherein the Bulk Waste is collected. Bulk Waste does not include items defined as Contractor-Generated Waste or Exempt Waste. If the customer needs additional Bulk Waste, it will be provided by CONTRACTOR as an additional service at an amount to be negotiated between CONTRACTOR and customer on an individual job basis, which fee shall be collected directly by CONTRACTOR without any obligation or responsibility on the part of CITY to bill for same. Rates shall be in accordance with the attached Exhibits 1 through 5.

A Residential Curbside Customer may set out up to four (4) tires for Collection at Curbside each month.

3.3.2 Residential Containerized Bulk Waste Collection Service. CONTRACTOR shall pick up Bulk Waste from Multi-Family Service Units on an on-call basis, at the rates established in the Rate Structure included in the attached Exhibits 1 through 5. CONTRACTOR shall be responsible for billing and collection of payment for Residential Containerized Bulk Waste Collection Service, which is considered an additional service. From the point of notification by CITY or the customer, CONTRACTOR shall remove the Bulk Waste on an agreed upon day, which shall be no later than forty-eight (48) hours after customer agrees to rates provided by CONTRACTOR, and such removal shall be accomplished during the hours set forth in subsection 4 herein.

3.3.3 Pre-Collection Route Tour. On the day of Bulk Waste Collection, the Contractor's Field Supervisor shall tour the collection route ahead of the collection truck(s) with a City Community Standards Officer to identify compliance of Residential Units. Those units determined to be in non-compliance shall be left a Notice explaining why Collection was not, or was only partially, made.

3.4 SPECIAL RESIDENTIAL COLLECTION SERVICES

3.4.1 Residential Off-Street Collection Service. CONTRACTOR shall provide off-street Collection of Residential Solid Waste from Residential Curbside Service Units if all adult occupants residing therein are handicapped and if a request for off-street service has been made to and approved by the CITY in the manner required by CITY. CITY shall notify CONTRACTOR in writing of any customers requiring off-street service. No additional monies shall be due to the CONTRACTOR for the provisions of off-street service to handicapped customers. The point of Collection for off-street service shall be the back or side yard or such other location as is mutually agreeable to the CONTRACTOR and the customer. In the event the appropriate location cannot be agreed upon, the CITY shall mediate the dispute and designate the location for Collection. CONTRACTOR shall provide off-street service on the same Scheduled Collection Day that Residential Curbside Service would otherwise be provided to the Residential Curbside Service Unit.

3.4.2 Household Hazardous and Electronic Waste Stations. CONTRACTOR on a monthly basis, and at no cost to the CITY shall provide an attended Collection station for the purpose of collecting special household items, including but not limited to: paint containers, aerosol cans, pesticides, chemicals, batteries, lead acid batteries (including automotive), fluorescent light bulbs, automotive tires, used oil, electronic wastes, etc. (each is a “HHW and E-Waste Collection Station”). The HHW and E-Waste Collection Stations shall be located at the CONTRACTOR’s Operating Facility or such other City approved location within 6 miles of Miramar Town Center (located at 2300 Civic Center Place), unless otherwise approved in advance by the City, with the hours and duration for each HHW and E-Waste Collection Station to be approved by the CITY.

In addition to the monthly HHW and E-Waste Collection Stations provided by CONTRACTOR at no cost to the CITY, the CITY may request CONTRACTOR to provide additional HHW and E-Waste Collection Stations within the City, which provided by CONTRACTOR at no Collection cost to the CITY. The CITY shall only be responsible for paying the documented disposal costs incurred by the CONTRACTOR for such stations, and the total payment due from the CITY shall not exceed $7,500 per City requested additional HHW and E-Waste Collection Station provided by CONTRACTOR within the City. CONTRACTOR shall be responsible for the documentation (including documenting the amount of materials delivered, the number of Miramar residents participating at each station, and the Contractor’s incurred disposal costs) handling, transporting, and disposal or recycling of said materials.

3.4.3 Recycled Paint – CONTRACTOR at no cost to CITY, shall provide to CITY recycled paint in an amount equal to the amount of gallons of paint dropped off by City of Miramar residents at the monthly HHW and E-Waste Collection Stations, provided however that CONTRACTOR’s obligation to provide such recycled paint to the City shall not exceed 500 gallons of recycled paint per year.

3.5 PROVISION AND OWNERSHIP OF CONTAINERS

3.5.1 Curbside Containers. If a Residential Curbside Customer is authorized by the City to use Curbside Containers or Plastic Bags, the Residential Curbside Customer shall provide their own Curbside Containers and Plastic Bags. Curbside Containers shall remain the property of the Residential Curbside Customer.

3.5.2 Recycling Bins. The CITY previously purchased and distributed Recycling Bins, which shall remain the sole property of the CITY. CONTRACTOR is not required to purchase or reimburse the CITY for the Recycling Bins. CONTRACTOR shall be responsible for the purchase of all Recycling Bins that the CONTRACTOR is required to provide under this Agreement (e.g., for the replacement of damaged or stolen Recycling Bins). Recycling Bins purchased by CONTRACTOR shall be the property of CONTRACTOR until this Agreement terminates. Upon termination, the Recycling Bins shall become the property of the CITY.

3.5.3 Roll Carts and Recycling Carts. CONTRACTOR shall be responsible for the purchase of all Roll Carts and Recycling Carts that the CONTRACTOR is required to provide under this Agreement. Roll Carts and Recycling Carts purchased by CONTRACTOR shall be the property of the CONTRACTOR until this Agreement is terminated. Upon termination, the Roll Carts and Recycling Carts shall become the property of the CITY.

3.5.4 Mechanical Containers. CONTRACTOR shall be responsible for the purchase of all mechanical Containers that the CONTRACTOR is required to provide under this Agreement. Mechanical Containers purchased by CONTRACTOR shall remain the property of the CONTRACTOR, unless sold. A customer may own its Compactor and attached Roll-Off Container, or lease a Compactor and attached Roll-Off Container from a person other than the CONTRACTOR, and in such cases the Compactor and attached Roll-Off Container shall remain the property of the customer.

3.6 MAINTENANCE AND REPAIR OF CONTAINERS

3.6.1 Curbside Containers. Each customer shall be responsible for cleaning, maintaining, and repairing their curbside Container, if any. Curbside Containers shall be maintained in good working order, and shall be free from sharp edges or other hindrances to efficient Collection Services.

3.6.2 Recycling Bins. Each Residential Curbside Customer shall be responsible for cleaning their Recycling Bin and maintaining it in a sanitary condition.

3.6.3 Roll Carts and Recycling Carts. Each Roll Cart and Recycling Cart shall be cleaned and kept in a sanitary condition by the customer using the cart. CONTRACTOR shall maintain each Roll Cart and Recycling Cart in good working order and appearance at all times to ensure continuous and efficient Collection Service. CONTRACTOR shall procure, and maintain at all times, an adequate supply of spare parts (e.g., wheels, lids) for the Roll Carts and Recycling Carts, or within two (2) days of receiving notice from the City or a customer of the need for repairs. CONTRACTOR shall replace, repair, paint, clean, wash, and otherwise maintain any Roll Cart or Recycling Cart within three (3) Work Days of being requested to do so by the CITY or a customer.

3.6.4 Mechanical Containers. CONTRACTOR shall maintain each of its mechanical Containers in good working order at all times to ensure continuous and efficient Collection Services. CONTRACTOR shall procure, and maintain at all times, an adequate supply of spare parts for its mechanical Containers. CONTRACTOR shall maintain and repair each mechanical Container so that the Container is free from holes, broken hinges, broken doors or door fasteners, broken wheels, or broken lids. Mechanical Containers shall be kept painted at all times so they do not become a detriment to the community, with the exception of Containers made of plastic, aluminum, stainless steel, or other materials that do not readily accept paint. Mechanical Containers shall be washed by the CONTRACTOR on a regular basis, as necessary, to minimize the potential for odors and nuisance conditions. CONTRACTOR shall replace, repair, paint, clean, wash, and otherwise maintain any mechanical Container within three (3) Work Days of being requested to do so by the CITY or a commercial customer.

3.7 STORAGE, DISTRIBUTION, AND REPLACEMENT OF CONTAINERS

3.7.1 Curbside Containers. Each customer shall be responsible for storing and replacing their own Curbside Containers, if any.

3.7.2 Recycling Bins. CONTRACTOR shall be responsible for the distribution of Recycling Bins. The CONTRACTOR shall distribute two (2) new Recycling Bins to a Residential Curbside customer as directed by the City within two (2) Work Days after the CITY notifies CONTRACTOR. Subject to the same conditions, the CONTRACTOR also shall distribute one new Recycling Bin to a Residential Curbside customer to replace each Recycling Bin that has been stolen or damaged beyond repair. CONTRACTOR shall be responsible for procuring, maintaining at all times, and storing an adequate supply of Recycling Bins for distribution.

3.7.3. Roll Carts and Recycling Carts. CONTRACTOR shall be responsible for the distribution of Roll Carts and Recycling Carts to those customers that are authorized by the CITY to use them. For such customers, CONTRACTOR shall distribute new Roll Carts or Recycling Carts, as needed, within two (2) days after the CITY notifies CONTRACTOR that (a) a customer has been added to the Customer List, (b) a customer's Roll Cart or Recycling Cart has been stolen or damaged beyond repair, or (c) additional carts are required to ensure that all of a Commercial Customer's Solid Waste and Recyclable Materials are properly containerized, without overfilling or overflowing the cart. CONTRACTOR shall be responsible for procuring, maintaining at all times, and storing an adequate supply of Roll Carts and Recycling Carts for distribution.

3.7.4 Mechanical Containers. Mechanical Containers supplied by CONTRACTOR shall be of equivalent or better quality than that currently in use in the City, and shall be subject to the approval of the CITY. Mechanical Containers shall have attached lids, unless the CITY approves a different design for a particular use. Mechanical Containers shall have solid, durable sides and bottoms. Each mechanical Container shall have a heavy duty removable plug in the bottom. CONTRACTOR shall provide and install casters and locking devices for a mechanical Container upon the request of a customer or the CITY.

3.7.5 Manufacturer Specifications.

CONTRACTOR shall provide the CITY with the manufacturer's specification sheets for new Recycling Bins, Recycling Carts, Roll Carts, Compactors, Roll-Offs and mechanical Containers before CONTRACTOR orders the new Collection Containers from the manufacturer. At a minimum, the specification sheets shall address the following items, if applicable:

- Company of manufacture
- Material of manufacture, including pre-consumer and post-consumer recycled content
- Molding technology
- Standards of design (e.g., American National Standards Institute)
- UV stabilization certification
- Load rating
- Design standards for lid, handles, lifting, bottom, wheels, axle, and fasteners
- Interior and exterior finish surfaces
- Color
- Volumetric Capacity
- Nestability
- Identification and Marking
- Manufacturer's warranty

Each Recycling Bin, Recycling Cart, and Roll Cart shall be protected by a manufacturer's warranty of at least eight (8) years duration.

3.7.6 Collection Container Labels.

CONTRACTOR shall replace the labels on its Collection Containers on an as-needed basis, subject to the CITY's approval.

3.8 ROLL CARTS FOR RESIDENTIAL CURBSIDE CUSTOMERS

Before the Commencement Date, CONTRACTOR shall provide a new Roll Cart to each Residential Curbside Customer, unless the CITY notifies CONTRACTOR that the customer will receive Manual Collection Service. The Roll Cart shall have nominal rated capacity between ninety (90) to one-hundred (100) gallons, unless the CITY notifies CONTRACTOR that the customer shall be given a different size Roll Cart.

After the Commencement Date, CONTRACTOR shall exchange Roll Carts with a customer when requested to do so by the CITY. In such cases, the CONTRACTOR shall provide (a) a nominal ninety-six (96) gallon Roll Cart, (b) a nominal sixty-four (64) gallon Roll Cart, or (c) two (2) nominal thirty-two (32) gallon Roll Carts. CONTRACTOR shall exchange the new Roll Carts(s) for the customer's old Roll Cart within three (3) days of receiving the request.

Except as otherwise provided herein, if a Residential Curbside Customer wishes to obtain another Roll Cart (e.g., a second thirty (30) to one-hundred (100) gallon Roll Cart), the customer shall pay an additional service fee at the price set forth in **Exhibit 1.** CONTRACTOR shall deliver the Roll Cart to the customer within three (3) days after the CITY notifies the CONTRACTOR that the additional service is required.

3.9 **COMMERCIAL SOLID WASTE**

3.9.1 Commercial Solid Waste Collection Service. CONTRACTOR shall provide Commercial Solid Waste Collection Service as deemed necessary and as determined between CONTRACTOR and the customer. However, frequency of pickup shall be no less than one (1) time per week, with the exception of those Commercial Establishments defined as restaurants by the Broward County Health Department for which the minimum service level shall be two (2) pickup times per week, with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the customer and the CONTRACTOR as long as the minimum frequency requirement is met. The size of the Container or Roll Cart and the frequency of Collection (meeting minimum requirements) shall be determined between the customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Commercial Solid Waste shall be placed outside the Container or Roll Cart. The CONTRACTOR shall provide Containers at the approved rental rates; however, customers may own their Container provided that the customer shall be completely serviced by the CONTRACTOR's equipment. CONTRACTOR shall be responsible for providing Roll Carts to those Commercial Service Units not utilizing Containers.

3.9.2 Procedures for Commercial Customers. Each Commercial Customer shall place their Garbage, Rubbish, and Yard Trash in their Container. The CITY may authorize a Commercial Customer to set out these wastes in a Roll Cart or other Collection Container where efficiency or other circumstances justify.

Commercial Customers shall not commingle Construction and Demolition Debris with any other types of Solid Waste in a Collection Container.

3.9.3 CITY Facilities Containerized Service. The CONTRACTOR shall provide Solid Waste Collection Services to all current and future CITY-owned and/or operated facilities without charge to CITY, provided Solid Waste accumulated on said CITY-owned and/or operated facilities is placed in thirty-two (32) gallon Containers, or larger size Containers, where appropriate, which containers shall be furnished by the CONTRACTOR at no charge to the CITY. The pickup service for said facilities shall be at such intervals as may be required to properly service said facilities.

3.9.4 Roll-Off Collection Service. CONTRACTOR shall provide Roll-Off Collection Service as deemed necessary and as determined between the CONTRACTOR and the customer within three (3) Scheduled Collection Days of receipt of the request for services from the customer. The size of the Roll-Off Container and the frequency of Collection shall be determined between the customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no waste materials shall be placed outside the Roll-Off Container, or create conditions such that the weight of the materials in the Roll-Off Container is in excess of the net weight capacity of the Roll-Off Container which shall be clearly marked on each Roll-Off Container.

CONTRACTOR shall provide Roll-Off Containers and Roll-Off Collection Service at the approved rates included in the Rate Structure as shown in the attached Exhibits 1 through 5; however, customer may own their own Roll-Off Container provided that the customer shall be completely responsible for its proper

maintenance. The Customer provided Roll-Off Container shall be of a type that can be serviced by the CONTRACTOR's equipment and shall have the net weight capacity approved by CONTRACTOR clearly marked on the Roll-Off Container.

All Roll-Off Containers shall be readily accessible to the CONTRACTOR's crew and vehicles.

3.9.5 Service Levels Not Designated. For service levels not designated, CONTRACTOR shall provide the level and type of service negotiated and mutually agreed upon between the CONTRACTOR and customer at the rates negotiated and mutually agreed upon between CONTRACTOR and customer. All said service levels, types and rates shall be approved by CITY. CITY shall have the right to bill for said service unless otherwise designated in this Agreement, or otherwise approved in writing by the CITY. The CITY shall have the right to delegate billing services to a third party in its sole discretion.

3.9.6 Roll-Off Collection Service for CITY Use. CONTRACTOR agrees to provide Roll-Off Collection Service, at no charge to CITY, as necessary to annually collect and dispose of Construction and Demolition Debris and other Solid Waste materials. There shall be no limit to the number of pickups completed by the CONTRACTOR on a daily, weekly or monthly basis.

In the event that CITY undertakes major construction projects, the CONTRACTOR shall continue to provide Roll-off Collection Service at no charge to the CITY. The CONTRACTOR may charge the CITY a disposal fee from a major construction project only if the disposal of construction debris from the project exceeds a total of 100 cubic yards. The disposal fee shall be charged to the CITY only for the amount of construction debris from the project that exceeds 100 cubic yards.

3.9.7 Community Activities. CONTRACTOR shall provide, at no cost to CITY or event sponsors, Solid Waste Collection Services to support those community events as requested by the City Manager or designee.

3.10 DESIGNATED FACILITIES

All Solid Waste and Residential Recyclable Materials collected pursuant to this Agreement shall be delivered to a resource recovery system disposal facility, landfill, contingency landfill or transfer station designated by the CITY. CITY shall retain ownership of all residential and commercial Solid Waste and Recyclable Materials until delivery to the Designated Disposal Facility or Designated Recycling Facility. In the event the Designated Disposal Facility or Designated Materials Recycling Facility are greater or less than twenty (20) miles from the center of CITY, CITY and CONTRACTOR shall negotiate appropriate changes in the Collection rates to reflect increased or decreased hauling and disposal costs.

3.10.1 CITY's Right to Designate Container Size and Frequency of Pick Up.
CITY reserves the right to determine the frequency of pick up and size of Containers needed at all Multi-Family Service Units and Commercial Service Units for Compactors and loose yard Containers within CITY's corporate limits. If CITY determines that a change in frequency of service or Container size is necessary, CONTRACTOR shall adjust Containers and frequency of service accordingly.

Customer shall be responsible to pay for the adjusted service levels, whether increased or decreased.

3.11 **DATA GATHERING**

CONTRACTOR shall provide to CITY a monthly report, no later than the fifteenth (15th) day of each month, outlining the weight of all Residential Waste, Commercial Solid Waste, and Recyclable Materials collected for the preceding month. The monthly report shall include a list of all weight tickets associated with the Residential Services and Commercial Services provided by CONTRACTOR during the preceding month. CONTRACTOR shall maintain the weight tickets from the Designated Disposal Facility for the Residential Waste and Commercial Solid Waste delivered from CITY and the weight tickets from the Designated Recycling Facility for the Recyclable Materials delivered from CITY for review by CITY upon reasonable notice. Said data shall be reviewed at CONTRACTOR's offices for purposes of protecting proprietary information, as discussed in Section 29.4. CITY may require additional information that accommodates change-in-law, Interlocal Agreements with other governmental agencies or related service contract requirements.

3.12 **RECYCLING**

The CONTRACTOR shall provide Recycling Services to all Residential Curbside Service Units in the Service Area at no additional cost to CITY or its residents. The services to be performed by CONTRACTOR shall consist of Collection of all Recyclable Materials and transportation to the Designated Recycling Facility. Should unanticipated events, circumstances or changes in law arise that necessitate any additions or deletions to work described in this Section, including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications and any compensation to be paid before undertaking any changes or revisions to such work.

3.12.1 Recyclable Materials to be Collected. CONTRACTOR shall collect the following Recyclable Materials: newsprint; old corrugated cardboard; incidental craft paper; clear, green and brown glass containers; steel, bimetal and aluminum containers; #1 PET, #2 HDPE #3 PVC plastic containers; plastic coated and aseptic containers. At such time as the CITY desires to add additional materials to the Recyclable Materials collected, the CITY shall submit to the CONTRACTOR an expansion proposal, and the CONTRACTOR receiving such proposal shall evaluate and consider the same in good faith. If CONTRACTOR and CITY fail to reach an agreement with respect to the terms and conditions for expansion of the services within sixty (60) days of submission of the expansion proposal by the CITY, the CONTRACTOR shall continue to perform all services as provided by Agreement for the remaining term thereof.

3.12.2 Contaminated Recyclable Materials. CONTRACTOR shall not be required to collect Recyclable Materials from Residential Curbside Service Units if the customer does not segregate the Recyclable Materials from Residential Solid Waste. If Recyclable Materials are contaminated through commingling with Residential Solid Waste, CONTRACTOR shall, if practical, separate the Residential Solid Waste from the Recyclable Materials. The Recyclable Materials shall then be collected and the Residential Solid Waste shall be left in the

Recycling Bin, or Recycling Cart, along with a written notice of why the Residential Solid Waste is not considered a Recyclable Material. However, in the event the Recyclable Materials and Residential Solid Waste are commingled to the extent that they cannot easily be separated by CONTRACTOR, or the nature of the Residential Solid Waste renders the entire Recycling Bin, or Recycling Cart, contaminated, CONTRACTOR shall leave the Recycling Bin, or Recycling Cart, un-emptied and issue a written notice to the customer containing instructions on the proper procedures for setting out Recyclable Materials. CITY shall approve the design of said notice, and the cost of printing said notice shall be borne by CONTRACTOR. Only two consecutive notices shall be issued. However, CONTRACTOR shall not collect the Recyclable Materials until the Residential Curbside Service Unit segregates the Recyclable Materials from Residential Solid Waste. CONTRACTOR shall maintain a record of the address of any Residential Curbside Service Unit where Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, and is to be provided to CITY upon request.

3.12.3 Recycling Bins. The CONTRACTOR shall be responsible for the purchase, distribution and replacement of Recycling Bins to all Residential Curbside Service Units.

A) Purchase and Distribution. CONTRACTOR shall be required to purchase and distribute new Recycling Bins to existing Residential Curbside Service Units that currently do not have Recycling Bins within one (1) month but no more than six (6) months after the commencement date of this Agreement. CONTRACTOR shall purchase and distribute Recycling Bins to new Residential Curbside Service Units that are added to the Service Area during the term of the Agreement. The Recycling Bins to be purchased and distributed will be in accordance with the information to be provided by CITY to CONTRACTOR, or as CONTRACTOR determines utilizing actual field information and the distribution shall be completed within three (3) Work Days of receipt of the information from CITY.

B) Replacement. CONTRACTOR shall maintain sufficient Recycling Bins to ensure that extra or replacement Recycling Bins can be provided to customers or properties in accordance with the terms and conditions of this Agreement. CONTRACTOR's employees shall take care to prevent damage to Recycling Bins by unnecessary rough treatment. However, CONTRACTOR shall replace any Recycling Bin damaged by CONTRACTOR at CONTRACTOR's expense, within three (3) Work Days at no cost or inconvenience to the customer. Upon notification to CONTRACTOR by CITY or a customer that the Residential Curbside Service Unit's Recycling Bin has been stolen or that it has been damaged beyond repair through no fault of CONTRACTOR, CONTRACTOR shall deliver a replacement Recycling Bin to such Residential Curbside Service Unit within three (3) Work Days. CONTRACTOR shall report all Recycling Bin replacements to CITY. Each Residential Curbside Service Unit shall be entitled to a one (1)-time replacement of lost, destroyed, or stolen Recycling Bins every two years during the life of the Agreement at no cost. If during the term of the Agreement, customer requests additional Recycling Bins (beyond the one (1) time replacement allowed) CONTRACTOR will, upon authorization of the CITY, deliver said Recycling Bin and notify CITY of actual delivery. CITY will reimburse CONTRACTOR for cost of any

bins beyond the one time replacement pursuant to the attached Exhibits 1 through 5.

C) Ownership. CONTRACTOR shall own all Recycling Bins, except that the CITY shall retain ownership of all Recycling Bins in the possession of a Residential Curbside Service Unit at the end of the Agreement.

3.12.4 Residential Recycling Carts. The CONTRACTOR shall be responsible for the purchase, distribution and replacement of Recycling Carts to all Residential Curbside Service Units.

A) Purchase and Distribution. CONTRACTOR shall be required to purchase and distribute new Recycling Carts to existing Residential Curbside Service Units that currently do not have Recycling Carts within one (1) month but no more than six (6) months after notification by the CITY within the first two years of the commencement date of this Agreement. CONTRACTOR shall purchase and distribute Recycling Carts to new Residential Curbside Service Units that are added to the Service Area during the term of the Agreement. The Recycling Carts to be purchased and distributed will be in accordance with the information to be provided by CITY to CONTRACTOR, or as CONTRACTOR determines utilizing actual field information and the distribution shall be completed within three (3) Work Days of receipt of the information from CITY.

B) Replacement. CONTRACTOR shall maintain sufficient Recycling Carts to ensure that extra or replacement Recycling Carts can be provided to customers or properties in accordance with the terms and conditions of this Agreement. CONTRACTOR's employees shall take care to prevent damage to Recycling Carts by unnecessary rough treatment. However, CONTRACTOR shall replace any Recycling Cart damaged by CONTRACTOR at CONTRACTOR's expense, within three (3) Work Days at no cost or inconvenience to the customer. Upon notification to CONTRACTOR by CITY or a customer that the Residential Curbside Service Unit's Recycling Bin has been stolen or that it has been damaged beyond repair through no fault of CONTRACTOR, CONTRACTOR shall deliver a replacement Recycling Cart to such Residential Curbside Service Unit within three (3) Work Days. CONTRACTOR shall report all Recycling Cart replacements to CITY. Each Residential Curbside Service Unit shall be entitled to a one (1) time replacement of lost, destroyed, or stolen Recycling Carts every four (4) years during the life of the Agreement at no cost. If during the term of the Agreement, customer requests additional Recycling Carts (beyond the one (1) time replacement allowed) CONTRACTOR will, upon authorization of the CITY, deliver said Recycling Cart and notify CITY of actual delivery. CITY will reimburse CONTRACTOR for cost of any Recycling Carts beyond the one time replacement pursuant to the attached Exhibits 1 through 5.

C) Ownership. CONTRACTOR shall own all Recycling Carts, except that the CITY shall retain ownership of all Recycling Carts in the possession of a Residential Curbside Service Unit at the end of the Agreement.

3.12.5 Residential Curbside Recycling Collection Service. CONTRACTOR shall provide Residential Curbside Recycling Collection Service to all Residential Curbside Service Units in the Service Area whose Recyclable Materials are properly containerized in Recycling Bins, or Recycling Carts, where Recycling Bins, or Carts, have been placed at the curb, within five feet (5') of the street, or other location agreed to by CONTRACTOR and customer that will provide safe and efficient accessibility to CONTRACTOR's Collection crew and vehicle. In certain instances, properly containerized Recyclable Materials may be placed in driveway turnout areas to avoid placing it in the traveled roadway. In the event an appropriate location cannot be agreed upon between CONTRACTOR and the customer, CITY shall mediate the dispute and designate the location for Collection. CONTRACTOR shall report monthly to CITY situations that prevent or hinder Collection on any premises. Residential Curbside Recycling Collection Service shall be provided one (1) time per week on a regularly scheduled basis with the exception of Christmas Day, as set forth herein. CONTRACTOR shall be required to provide occasional special Recycling programs for the Collection of telephone books, Christmas trees, and other items as specified by CITY. Program information including days of Collection shall be distributed to all customers as part of the annual solid waste notification. In the event a customer's normal Recycling Collection service day falls on Christmas Day, the Collection shall occur on the next regularly scheduled Recycling Collection day.

3.12.6 Residential Off-Street Recycling Collection Service. CONTRACTOR shall provide off-street Collection of Recyclable Materials from Residential Curbside Service Units if all adult occupants residing therein are handicapped and if a request for off-street service has been made to, and approved by CITY, in the manner required by CITY. CITY shall notify CONTRACTOR in writing of any customers requiring off-street service. No additional monies shall be due to CONTRACTOR for the provisions of off-street service to handicapped customers. The point of Collection for off-street service shall be the back or side yard or such other location as is mutually agreeable to the CONTRACTOR and the customer. In the event the appropriate location cannot be agreed upon, the CITY shall mediate the dispute and designate the location for Collection. CONTRACTOR shall provide off-street service on the same Scheduled Collection Day that Residential Curbside Service would otherwise be provided to the Residential Curbside Service Unit.

3.12.7 Neighborhood Recycling Station. CITY may request CONTRACTOR to set up Neighborhood Recycling Stations for the purpose of collecting Recyclable Materials, at the rates established in the Rate Structure included in the attached Exhibits 1 through 5. CITY shall designate locations and number and type of Recycling Containers for each location, and CONTRACTOR shall maintain sufficient Recycling Containers for residents to deposit Recyclable Materials. CONTRACTOR shall be responsible for the handling of Recyclable Materials and transporting of Recyclable Materials to the Designated Recycling Facility.

3.12.8 Non-Collection. CONTRACTOR shall not be required to collect any Recyclable Materials that are not placed in a Recycling Bin, or Recycling Cart. However, for purposes of this Section, old corrugated cardboard which has been broken down that is placed beside a Recycling Bin, and newspapers that are contained in paper bags and placed beside the Recycling Bin shall be considered as properly placed for Collection. CONTRACTOR shall collect old corrugated cardboard and

newspaper that have been properly set out and have become wet due to local weather conditions. In the event of non-collection, CONTRACTOR shall affix to the Recycling Bin, or Recycling Cart, a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a record of the address of any Residential Curbside Service Unit where Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, and such notice is to be provided to CITY upon request.

3.12.9 Mixed Load Prohibition. During the collection process, the CONTRACTOR shall have sufficient collection vehicles to collect each waste material by type of material, and solely designate collection vehicles by route and vehicle number for the collection of each specific material type as specified in this Agreement. CONTRACTOR shall not combine Residential Curbside Solid Waste, Commercial Waste, Residential Source Separated Recyclable, Bulk Waste, Construction and Demolition Debris, or any other waste materials in the same collection vehicle at any time. During the collection process, the CONTRACTOR shall not combine the varying types of waste materials that have been properly separated for their specific collection type and correctly set-out by customer for collection. During the collection process, the CONTRACTOR shall not combine Source Separated Recyclable Materials with any other type of waste materials. However, the CONTRACTOR shall have no obligation to separate these materials if the Customer has placed them in a Collection Container together with Garbage or other types of Solid Waste.

Notwithstanding the forgoing, the City Manager may grant relief from the mixed load prohibition set forth in this Section 3.12.9, and thus allow the CONTRACTOR to combine different types of Solid Waste and Recyclable Materials, if the City Manager determines that the practice will be in the public's best interest based on an emergency, act of god or significant documented recycling cost increases. If CONTRACTOR seeks relief from the mixed load prohibition, the CONTRACTOR shall file a petition with the City Manager, describing the emergency, act of god or significant recycling cost increases justifying the relief, and the specific procedures that will be established to properly account and pay for the management of the mixed materials. The City Manager may grant or deny the petition, in the City Manager's sole discretion.

3.13 <u>RESIDENTIAL CONTAINERIZED RECYCLING COLLECTION SERVICE</u>

If CITY chooses to offer Residential Containerized Recycling Collection Service to Multi-Family Dwelling Units at any time during the term of this Agreement, CONTRACTOR and CITY agree to enter into good faith negotiations to amend this Agreement to include said services. If CITY chooses to offer such services, all Recyclable Materials collected by CONTRACTOR from Multi-Family Dwelling Units shall be subject to Recycling Revenue sharing as provided in Section 5.13 and shall be collected at no cost to the CITY. For purposes of Recycling Revenue Sharing, Recyclable Materials collected by CONTRACTOR from Multi-Family Dwelling Units shall be treated in the same manner as Recyclable Materials collected from Residential Curbside Service Units under Section 3.12.

3.14 **TRANSITION**

CONTRACTOR shall be responsible for the provision of ALL COLLECTION Services beginning May 1, 2016. Accordingly, CONTRACTOR shall provide Collection Services as set forth in this Agreement no later than May 1, 2016.

3.14.1 ROUTES AND SCHEDULES.

No later than June 1, 2016 and annually thereafter during the term of this Agreement, the CONTRACTOR shall provide the City Manager the schedules for all Collection Service routes and keep such information current at all times. No later than November 30, 2016 and annually thereafter during the term of this Agreement, the CONTRACTOR shall annually supply all customers with printed information, in a form determined by CITY, regarding amounts and types of waste to be Collected, complaint procedures, rates, telephone number, mailing address, office hours and days of Collection. The CITY may, for the first year of the Agreement, extend the June 1, 2016 date for providing Collection Service route information to a date mutually agreed upon by the CITY and the CONTRACTOR. All such notices shall comply with legal advertisement requirements as provided by state law.

3.14.2 In the event of a permanent change in residential routes or schedules that will alter the day of Collection, the CONTRACTOR shall have said changes approved by the CITY and notify the affected residential customer(s), in writing or other manner as approved by the CITY, not less than two (2) weeks prior to the change. Any temporary alteration of Collection schedules resulting from circumstances beyond the control of the CONTRACTOR, including but not limited to holidays shall be communicated to the affected customers. Such notice shall be provided in a form determined by CITY.

3.14.3 Prior to initiation of automated collection service with Roll Carts, CONTRACTOR shall collaborate with CITY to identify areas where trees need to be trimmed away from curbside. CONTRACTOR will trim trees in accordance with arborist standards to safely allow trucks access to curbside for automated collection services.

3.15 **EDUCATION SERVICES**

Each year during the term of this Agreement, CONTRACTOR shall pay the City Thirty-Five Thousand Dollars ($35,000) for the provision of City-wide educational services. Additionally, CONTRACTOR shall attend City sponsored outreach events, as requested by the City Public Works Department, provided that advance notice of at least five (5) Work Days is provided to CONTRACTOR.

SECTION 4: HOURS OF COLLECTION

4.1 **RESIDENTIAL SERVICES**

Residential Services shall be made with a minimum of noise and disturbance commencing no earlier than 7:00 a.m. and terminating no later than 6:00 p.m., Monday through Saturday, with no service on Sunday. The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of CITY.

4.2 **COMMERCIAL SERVICES**

Commercial Services shall be made with a minimum of noise and disturbance and shall be provided between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, and between the hours of 8:00 a.m. and 7:00 p.m. on Sunday. Services shall not be provided prior to 9:00 a.m. on any public or private school unless requested by said school in writing, or approved by City Manager. The receipt of a continued complaint pattern by the CITY referencing noise or disturbances that occurred during the operating hours set forth in this Section shall be prima facie evidence of "disturbances" and CONTRACTOR may adjust the Commercial Service hours at such identified locations as CITY shall direct CONTRACTOR in writing. The adjustment of such hours shall not result in a rate change for CONTRACTOR. The locations, hours and/or days of Collection may be extended due to extraordinary circumstances or non-impacting, justifiable conditions with the prior written consent of CITY, which may be withheld, altered or revoked in the CITY's sole discretion.

SECTION 5: CHARGES AND RATES

5.1 **RESIDENTIAL COLLECTION SERVICES**

The CITY shall be responsible for the billing and collection of payments for all Residential Service Unit accounts except additional services as set forth in Sections 3.3.1 and 3.3.2. The CITY shall initially pay the CONTRACTOR for Residential Collection Services in accordance with the Rate Structure and generation factors established in the attached Exhibits 1 through 5 and as may subsequently be adjusted pursuant to this Agreement.

5.2 **COMMERCIAL SOLID WASTE COLLECTION SERVICE**

5.2.1 Notification. It shall be the responsibility of the CONTRACTOR to advise the CITY of the amounts to be charged for any and all Commercial Service Units. The notification by CONTRACTOR shall be in writing and duly signed by an authorized representative of CONTRACTOR.

5.2.2 Billing. The CITY shall be responsible for the billing and collection of payments for all Commercial Service Units except those services set forth in Section 3.9.4 where CONTRACTOR is required to directly bill customers and collect payments. The CITY shall initially pay the CONTRACTOR for Commercial Solid Waste Collection Service in accordance with the Rate Structure and generation factors established in the attached Exhibits 1 through 5 and as may subsequently be adjusted pursuant to this Agreement.

5.2.3 Overloaded Container Charge. CONTRACTOR shall charge customers whose Containers are overloaded, in a manner that prevent the lids of the Container from closing, an overloaded container charge of $15 per yard of overloaded materials. It shall be the sole responsibility of the CONTRACTOR to provide picture evidence to the CITY prior to the imposition of any charge to the customer. Evidence shall be provided to the City Code Compliance Division and Billing Department. CONTRACTOR shall have available, during normal business hours, a representative to provide educational information such as recycling services and or container sizes to customers.

5.3 **RATE STRUCTURE**

The rates shown in the attached Exhibits 1 through 5 shall apply to all Residential Service Units and Commercial Service Units within the corporate limits of CITY, as well as any areas annexed into CITY subsequent to the commencement of this Agreement.

5.4 **COLLECTION AND REINSTATEMENT**

5.4.1 Collection Effort. CITY agrees to use reasonable efforts to collect accounts on a timely basis, including but not limited to the discontinuance of service, imposition of liens, and foreclosure of same, subject to the provisions of state and local laws; however, CITY shall not be held liable for any uncollected or delinquent accounts.

5.4.2 Records Inspection. CITY shall consider, if requested, to permit CONTRACTOR or its authorized representative to audit or inspect CITY'S records relative to the amounts billed and collected by CITY on behalf of CONTRACTOR at reasonable times and during reasonable business hours, and to furnish to CONTRACTOR an aged schedule of the garbage accounts receivable.

5.4.3 Suspension and Reinstatement. CITY shall have the right to coordinate with the CONTRACTOR for suspension of service to any customers, other than Curbside Residential Service Units, who are delinquent in payment for more than 60 days. Any cessation of service as a result of nonpayment or breach by a customer shall not result in a cessation of the monthly charge billed to and owed by the customer. After CONTRACTOR suspends service, a customer shall be permitted to reinstate service once the customer pays any and all delinquent charges. In conjunction with the reinstatement of service, the customer shall be assessed a reinstatement charge of $25.00, which shall be paid to the CONTRACTOR. In addition, CONTRACTOR may assess a late fee of ten percent (10%) of the outstanding amount to accounts which remain unpaid for a period of more than 30 days from the date on which payment was due and ultimately collected, said fee to be paid by customer and retained by CITY.

5.5 **TERMS**

The CITY shall remit payment to the CONTRACTOR, on or before the 15th day of each month beginning with the 15th day of June 2016, the sum of money equal to the total monthly collections by the CITY during the previous month for and on behalf of the CONTRACTOR, less Franchise Fees, Administrative Fees, Storm Fund Fees and Waste Reduction Fees as reflected in the Rate Structure contained in the attached Exhibits 1 through 5 and as set forth in Section 5.7.

5.6 **CHANGE IN BILLING PRACTICES**

If at any time it becomes impractical for the CITY to include Solid Waste Collection billing in its utility procedure, then the CITY and CONTRACTOR will negotiate a different billing procedure. A Franchise Fee, Administrative Fee, Waste Reduction Fee, and Storm Fund Fee in the amount provided by this Agreement shall be due to the CITY for all Solid Waste Collection and disposal services, whether scheduled or unscheduled and regardless of whether CONTRACTOR, CITY or a third party bill for CONTRACTOR'S services, provided customer payment is collected.

5.7 **FRANCHISE FEES, WASTE REDUCTION FEE, AND STORM FUND FEE**

A Franchise Fee, Waste Reduction Fee, and Storm Fund Fee in the amounts provided by this Agreement shall be due to the CITY for all Solid Waste Collection and disposal services, whether scheduled or unscheduled and regardless of whether CONTRACTOR, CITY or a third party bill for CONTRACTOR'S services, provided customer payment is collected.

5.8 **ADMINISTRATIVE FEES**

Administrative Fees in the amount of 1.25 percent of all collection and disposal revenues collected from all sources shall be paid to CITY to compensate CITY for administrative services provided by CITY in connection with this Agreement. The aforesaid payment shall be made to CITY by CITY deducting Administrative Fees from the amounts collected by CITY from the applicable accounts served by CONTRACTOR as further set forth in Section 5.6 above.

5.9 **CONTRACT MANAGER POSITION**

Contractor shall provide the CITY with $120,000.00 per year during each year of the Term of this Agreement, including any extensions and renewal options, which amount shall be increased by 5% for the First Renewal Term, with the increase effective May 1, 2016, which increase is based on the consumer price index specified in Section 5.12.1, to fund a Contract Manager Position within the CITY. The Contract Manager shall be selected and employed by the CITY in the CITY's sole discretion. If the Second Renewal Term is exercised and the CITY and CONTRACTOR agree upon any increase for the Second Renewal Term based upon CPI, as set forth in Section 5.12.1, the aforementioned payment to CITY for the Contract Manager Position shall increase by the same percentage.

5.10 **DISPOSAL ELEMENT ADJUSTMENT**

5.10.1 Residential Curbside Collection Service. The Residential Curbside Collection Service "Monthly Curbside Unit Disposal Rate" is based on the Disposal Charge per ton and the "Monthly Curbside Unit Residential Waste Generation Factor" set forth in the attached Exhibits. Any approved change in the per ton Disposal Charges, as set forth below, will result in a corresponding change in the appropriate "Monthly Curbside Unit Disposal Rate" based on the following formula:

	New Disposal Charge x Monthly Curbside Unit Residential Waste Generation Factor
Less:	Old Disposal Charge x Monthly Curbside Unit Residential Waste Generation Factor
Will Equal:	Change in the Residential Curbside Collection Service "Monthly Curbside Unit Disposal Rate."

Residential Waste Generation Factor (Bulk) = 0.3 tons/year
Residential Waste Generation Factor (Solid Waste) = 1.13 tons/year

The monthly Residential Curbside Service Unit rates shall be adjusted based on the change in the Residential Curbside Collection Service "Monthly Curbside Unit Disposal Rate" as calculated above, and the resulting change in Franchise Fees.

5.10.2 Residential Containerized Collection Service. The Residential Containerized Collection Service "Disposal Rate" is based on the Disposal Charge per ton, the size of the Container, the frequency of Collection, and the "Weight Per Cubic Yard Factor" set forth in the attached Exhibits. Any approved change in the per ton Disposal Charges, as set forth below, will result in a corresponding change in the "Disposal Rate" based on the following formula:

	(Weight Per Cubic Yard Factor/2,000 pounds) x New Disposal Charge x Container size x Frequency per week x 4.33.
Less:	(Weight Per Cubic Yard Factor/2,000 pounds) x Old Disposal Charge x Container size x Frequency per week x 4.33.
Will Equal:	The change in the Residential Containerized Collection Service "Disposal Rate" for that specific Container size and frequency of Collection per month.

Residential Weight for Solid Waste Per Cubic Yard Factor = 99.67 lbs/CY

The monthly Residential Containerized Service Unit rates shall be adjusted based on the change in the Residential Containerized Collection Service "Disposal Rate" as calculated above, and the resulting change in Franchise Fees.

5.10.3 Commercial Solid Waste Collection Service. The Commercial Solid Waste Collection Service "Disposal Rate" is based on the Disposal Charge per ton, the frequency of Collection and the "Weight Per Cubic Yard Factor" set forth in the attached Exhibits. Any approved change in the per ton Disposal Charges, as set forth below, will result in a corresponding change in the "Disposal Rate" for Commercial Collection Services as set forth in the attached Exhibits based on the following formula:

	(Weight Per Cubic Yard Factor/2,000 pounds) x New Disposal Charge x Container size x Frequency per week x 4.33.
Less:	(Weight Per Cubic Yard Factor/2,000 pounds) x Old Disposal Charge x Container size x Frequency per week x 4.33.
Will Equal:	The change in the appropriate Commercial Solid Waste Collection Service "Disposal Rate" per month.

Commercial Weight Per Cubic Yard Factor = 97.57 lbs/CY

The monthly Commercial Service Unit rates shall be adjusted based on the change in the Commercial Solid Waste Collection Service "Disposal Rate" as calculated above, and the resulting change in Franchise Fees.

5.10.4 Commercial and Residential Containerized Solid Waste Compactor Service. The Commercial and Residential Containerized Compactor Service "Disposal Rate" is based on the Disposal Charge per ton, the frequency of Collection and the "Compacted Weight Per Cubic Yard Factor" set forth in the attached Exhibits. Any approved change in the per ton Disposal Charges, as set forth below, will result in a corresponding change in the "Disposal Rate" for Commercial and Residential Containerized Compactor Services as set forth in the attached Exhibits based on the following formula:

("Compacted Weight Per Cubic Yard Factor/2,000 pounds) x the new Disposal Charge x the Container size x Frequency per week x 4.33.

Less: ("Compacted Weight Per Cubic Yard Factor/2,000 pounds) x the old Disposal Charge x the Container size x Frequency per week x 4.33.

Will Equal: The change in the appropriate Commercial and Residential Containerized Solid Waste Compactor Service "Disposal Rate" per month.

Compacted Weight Per Cubic Yard Factor = 292.71 lbs/CY

The monthly Commercial and Residential Containerized Compactor Service Unit rates shall be adjusted based on the change in the Commercial and Residential Containerized Compactor Service "Disposal Rate" as calculated above, and the resulting change in Franchise Fees.

5.10.5 Documentation and Approval. In order for the CONTRACTOR to receive a disposal rate adjustment based on a change in the Disposal Charge per ton, the CONTRACTOR must provide, in a manner that is acceptable to the CITY, evidence of the change in the Disposal Charge. The CITY may request from the CONTRACTOR such further information as may be reasonably necessary. The CITY shall approve the request in accordance with the formulas above to be effective on the date of the change in the Disposal Charge at the Designated Disposal Facility.

5.11 **ADJUSTMENTS TO RESIDENTIAL CURBSIDE GENERATION FACTORS**

In the event of a change in law for Solid Waste or a significant change in the City's Recycling program that has the potential to materially affect the "Monthly Curbside Unit Residential Waste Generation Factor" as set forth in the attached Exhibits 1 through 5, the CITY and the CONTRACTOR agree that a generation study will be performed at the request of the CITY with the cooperation of the CONTRACTOR. The CONTRACTOR will fund the study. The CITY reserves the sole right to select the Consultant to perform the study. The CONTRACTOR and CITY shall work together to develop the methodology that will be used to perform the waste generation study, including the selection of representative routes, and the scope, timing and duration of the study. However, the CITY shall have the sole right to approve or revise the methodology for the waste generation study. The generation study will be designed to establish an alternate "Monthly Curbside Unit Residential Waste Generation Factor". The CONTRACTOR shall cooperate fully with the CITY related to the performance and completion of the generation study.

5.12 **ADJUSTMENTS TO OTHER COSTS**

5.12.1 CPI Adjustments. There shall be no increase to the Collection element of rates established in the Rate Structure provided in the attached Exhibits for the initial five (5) year term of this Agreement, which expires on April 30, 2016. During the First Renewal Term, the Collection element of the rates, effective May 1, 2016, shall be in an amount equal to the collection element rates provided in the attached Exhibits for the Initial Term increased by 5%, which increase is based on the Consumer Price Index, Series CWUR0000SEHG02, entitled "Garbage and Trash Collection,

U. S. City Average - Not Seasonally Adjusted," available from the United States Department of Labor, Bureau of Labor Statistics, (the "Trash CPI") adjustments during the Initial Term, capped at 5%. Upon completion of the First Renewal Term, the CITY may consider an adjustment to the collection element of the rates based on the Trash CPI.

5.12.2 Extraordinary and Unusual Changes. In any event that there is an adverse effect on the finances of the CONTRACTOR on the basis of extraordinary and unusual changes in the costs of operation that could not be reasonably foreseen by a prudent operator and which by all reasonable expectations will continue for a period of six (6) months or more, then the CONTRACTOR may request that this Agreement be reopened to renegotiate changes causing the adverse impact to either the CITY and/or CONTRACTOR. Should the parties not reach a mutually agreeable remedy then the CITY commission may terminate negotiations and return to the terms and conditions of this Agreement. CITY is under no obligation to grant a reopening and negotiation of this Agreement.

5.12.3 Other Changes. In the event that the CITY designates a change to the Disposal Facility location, or there is a change to the Disposal Facility location resulting from a change in the law, CONTRACTOR agrees to provide a price adjustment equal to the savings or additional cost realized by CONTRACTOR.

5.12.4 Reopening Of Fees And Other Charges. In the event of unanticipated economic or other changes that have a substantial adverse impact upon the CITY's financial position or the revenues generated pursuant to this Agreement, the CITY may request that this Agreement be reopened and the parties agree to negotiate, in good faith, changes to the various fees, rates and other charges (including but not limited to franchise fees, administrative fees, and curbside generation rates) set forth in this Agreement.

5.13 **RECYCLING REVENUES**

The CITY shall pay to the CONTRACTOR an amount equal to fifty percent (50%) of all sums received by the CITY as a result of the CONTRACTOR's provision of Residential Recycling Service and the resulting sale of processed Recyclable Materials. The CITY shall make payment to the CONTRACTOR within twenty (20) days of the CITY's receipt of the monies from the sale of the Recyclable Materials. CONTRACTOR shall take all steps necessary to insure that payments from the MRF Operator resulting from the sale of Recyclable Materials are paid directly to the CITY and not the CONTRACTOR. The CONTRACTOR shall maintain proper and accurate records to reflect the weight, by sort category, of the Recyclable Materials recovered each month, including copies of receipts from the Designated Recycling Facility and that portion of the CITY's Recyclable Material's sold each month.

SECTION 6: SCHEDULES AND ROUTES

6.1 **SCHEDULES AND ROUTES TO CITY**

One month prior to the commencement of this Agreement and no later than June 1st annually thereafter during the term of the Agreement, CONTRACTOR shall provide CITY the schedules for Residential Services and Commercial Services routes and keep such information current at all times. CONTRACTOR shall submit a proposed route and schedule to be approved by CITY prior to providing services under this Agreement. CITY reserves the right to deny CONTRACTOR's vehicles access to certain streets, alleys, bridges and public ways, inside CITY or outside CITY in route to Designated Disposal Facilities where it is in the best interest of the general public to do so due to conditions of streets and bridges. CONTRACTOR shall use best efforts to not interrupt the regular schedule and quality of service because of such street closures.

6.2 **SCHEDULES AND ROUTES TO CUSTOMER**

One month prior to the commencement of this Agreement and no later than November 30th annually thereafter during the term of this Agreement, CONTRACTOR shall annually supply all customers with printed information, in a form determined by CITY, regarding amounts and types of waste to be collected, complaint procedures, rates, telephone number(s), mailing address(es), office hours and days of Collection. All such notices shall comply with legal advertisement requirements as provided by state law. In the event of a permanent change in residential routes or schedules that will alter the day of Collection, CONTRACTOR shall have said changes approved by City Manager and notify the affected residential curbside customers in writing or other manner as approved by City Manager. Any temporary alteration of Collection schedules resulting from circumstances beyond the control of CONTRACTOR, including but not limited to holidays, shall be communicated to the affected customers. Such notice shall be provided in a form determined by CITY. Customers shall be notified by CONTRACTOR of the schedules approved by CITY. Individual residential curbside route starting times and succession of pick up shall remain constant so as to promote and achieve regularity of service. Changes in Collection days for commercial customers may be requested by customer, or provided with prior notification by CONTRACTOR. It is understood that during various times throughout the year, the quantity of refuse to be disposed of is materially increased by fluctuations in the amount of Yard Trash. This additional workload will not be considered as adequate justification for failure of CONTRACTOR to maintain the required Collection schedules and routes.

6.3 **HOLIDAY PICK-UP SCHEDULE**

Collection will not be made on Christmas Day. Collections that would normally occur on Christmas Day shall be rescheduled on the next regularly scheduled Collection day. Recycling Collections shall be rescheduled to coincide with the next regularly scheduled Recycling Collection day. Residential Bulk Waste collection shall be rescheduled on a regularly scheduled collection day as agreed to by CONTRACTOR and CITY so long as such collection day is within seven (7) days of Christmas Day.

SECTION 7: EMERGENCY SERVICE PROVISIONS

7.1 In the event of a hurricane, tornado, major storm, natural disaster, or other such event, the City may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the City when it is anticipated that normal routes and schedules can be resumed. The City shall make an effort through the local news media to inform the public when regular services may be resumed. The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event all in accordance with the "Emergency Preparedness Plan" submitted by the CONTRACTOR and approved by the CITY. The CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses based on the rates set forth in the attached Exhibit 7 provided the CONTRACTOR has first secured written authorization and approval from the CITY through the City Manager. The CONTRACTOR shall be responsible for the preparation of all documents and forms and support information required by FEMA, including all forms required to be completed or submitted pursuant to the Public Assistance Guide published by FEMA. The CONTRACTOR within the time limits established by FEMA for such filings shall submit such documents, forms and information to the CITY.

7.2 The CONTRACTOR shall, upon request by the CITY, provide an "Emergency Preparedness Plan." If such an updated plan is requested, the CITY shall provide the CONTRACTOR with a site, or an amended site location map on which the CITY shall locate the temporary waste storage sites, site size and preferred site access.

SECTION 8: CONTRACTOR'S RELATION TO CITY

8.1 **INDEPENDENT CONTRACTOR**

It is expressly agreed and understood that CONTRACTOR is in all respects an independent CONTRACTOR as to the work to be performed pursuant to this Agreement. Even though in certain respects, CONTRACTOR may be required to follow the direction of City Manager, or CITY's designated representative, CONTRACTOR is in no respect an agent, servant or employee of CITY.

8.2 **SUPERVISION OF AGREEMENT PERFORMANCE**

City Manager, or CITY's designated representative, is hereby designated as the public official responsible for the administration of this Agreement by CITY, and, in such capacity, charged with the overall, general supervision of CONTRACTOR's performance hereunder. CONTRACTOR shall diligently work with City Manager or CITY's designated representative to formulate and to adopt guidelines and procedures to facilitate the supervision and review of its performance by City Manager and their staff. CONTRACTOR shall not be required to comply with instructions or directions from any CITY official except City Manager or CITY's designated representative, unless such other official has been delegated in writing by City Manager to perform specified administrative functions under this Agreement.

8.3 **AUDIT AND INSPECTION OF WORK RIGHTS**

CITY may, at reasonable times, and for a period of up to three (3) years following the date of final performance of services by CONTRACTOR under this Agreement, audit, or cause to be audited, those books and records of CONTRACTOR which related to CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records for a period of three (3) years after final payment is made under this Agreement. CITY agrees to conduct such audits at CONTRACTOR's principle place of business.

8.4 **FACILITY INSPECTION RIGHTS**

CITY may, at reasonable times during the term hereof, inspect CONTRACTOR's facilities and perform such inspections as CITY deems reasonably necessary to determine whether the services required to be provided by CONTRACTOR under this Agreement conform to the terms hereof and/or the terms of the solicitation documents, if applicable. CONTRACTOR shall make available to CITY all reasonable facilities and assistance to facilitate the performance of inspections by the CITY's representatives.

8.5 **LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO UNUSUAL CIRCUMSTANCES**

It is expressly agreed that in no event shall CITY be liable or responsible to CONTRACTOR, or to any other person, on account of any stoppage or delay in the work to be performed pursuant to this Agreement , by injunction or other legal or equitable proceedings brought against CITY or CONTRACTOR, or on account of any delay from any cause over which CITY has no control. CONTRACTOR shall not be responsible for delays or non-performance of the terms and provisions of this Agreement where such delays or non-performance are caused by events or circumstances beyond the control of CONTRACTOR. CONTRACTOR shall not be entitled to compensation for such period of time as the delay or non-performance shall continue, but will be entitled to pro-rata compensation once said work has been completed. In the event of a strike of the employees of CONTRACTOR, or any other similar labor dispute which makes performance of this Agreement by CONTRACTOR substantially impossible, CONTRACTOR agrees that CITY shall have the right to call the bond hereinafter described within one (1) week of such action and engage another person, firm or corporation to provide necessary services with the bond proceeds applied to pay any difference between the Agreement price in effect and the costs charged by the successor company. In the event the bond is called, CITY will first call and use the cash/surety bond posted by CONTRACTOR.

8.6 **BREACH OF AGREEMENT**

If, in the opinion of the City Manager or the authorized CITY representative, there has been a material breach of this Agreement, City Manager or designated CITY representative shall notify CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement. In the event of a breach by CONTRACTOR, CONTRACTOR shall be liable for liquidated damages as provided in this Section. Unless otherwise provided in this Section 8.6, there shall be no cure period of time to avoid the consequences of a breach.

8.6.1 Operational provisions. Failure to comply with the operational provisions of this Agreement upon notice shall result in liquidated damages due to the CITY as follows:

(A) Spillage and Litter – Failure to clean up spilled material from loading and/or transporting in compliance with the "Florida Litter Law" or as described in this Agreement. Each failure shall result in liquidated damages due to the CITY in the amount of Two Hundred Fifty Dollars ($250.00). Additionally, if CONTRACTOR fails to remedy the initial violation within three (3) calendar days, an additional assessment shall be imposed in the amount of One Thousand Dollars (1,000) per day until the violation is properly remedied.

(B) Customer Complaints other than Collection Misses – Failure to resolve complaints other than Collection misses within three (3) calendar days from the day of notification shall result in liquidated damages due to the CITY in the amount of Two Hundred Fifty Dollars ($250.00) for each occurrence.

(C) Chronic Compliant Problems – Failure or neglect to correct chronic problems (chronic shall mean three (3) or more similar complaints at the same premises within a six (6) month period) in any category of service shall result in liquidated damages due to the CITY in the amount of One Thousand Dollars ($1000.00) for each occurrence after the second. In the event that CONTRACTOR receives more than five (5) chronic complaint problems within a month, the CITY shall receive liquidated damages in the amount of Two Thousand Dollars ($2000.00) per occurrence thereafter.

(D) Chronic Equipment Problems – Failure or neglect to correct chronic equipment problems (chronic shall mean three instances of the same or similar problem within a twelve month period) shall result in liquidated damages due to the CITY in the amount of One Thousand Dollars ($1000.00) for each occurrence after the second.

(E) CONTRACTOR Reports – Failure to provide the reports required by this Agreement. For each day of delay liquidated damages shall be due to the CITY in the amount of Two Hundred Fifty Dollars ($250.00), which shall be assessed for each report. In addition, the CITY may withhold payment for services until receipt of the required reports.

(F) Mixing Loads. If CONTRACTOR fails to adhere to the mixed load prohibition provisions set forth in Section 3.12.9 of this Agreement, CONTRACTOR shall be responsible for liquidated damages in the amount of Two Hundred Fifty Dollars ($250.00) per occurrence.

(G) Container or Cart Delivery, Repair or Replacement. Failure of CONTRACTOR to deliver, repair, maintain or replace a Cart or Container within the time periods required by this Agreement shall result in liquidated damages due to the CITY in the amount of $25 per day until the proper corrective action is taken. Additionally, if CONTRACTOR fails to remedy the initial violation within five (5) calendar days, an additional assessment shall be imposed in the amount of One Hundred Dollars ($100.00) per day until the proper corrective action is taken.

(H) Disposing at Non-Designated Facility – if CONTRACTOR fails to dispose of Solid Waste, Bulk Waste or Recyclable Materials at the City designated locations as required by this Agreement shall result in the imposition of a Two Thousand Dollar ($2000.00) penalty for each instance; each instance shall mean each of collected Waste or Recyclable Materials that is not disposed of at the City designated locations as required by this Agreement.

8.6.2 Non-collection. If CONTRACTOR fails to collect any Solid Waste, Bulk Waste or Recyclable Materials in accordance with the schedules and routes provided for in this Agreement, CONTRACTOR shall be responsible for liquidated damages in the amount of $10 per service unit for the first day of non-collection (failure to collect by 7pm on a scheduled collection day), and $25 per service unit, per day for each calendar day of non-collection thereafter, and such damages shall accrue daily until proper collection.

8.6.3 Breach of other Provisions in Agreement. Failure of CONTRACTOR to comply with any other provision of this Agreement that is not described in this Section 8.6 shall result in liquidated damages due to the CITY in the amount of $500 per day for each occurrence that is not corrected within 5 calendar days of written notice of the breach.

8.6.3 Liquidated damages not a penalty. CONTRACTOR agrees that the amount of liquidated damages assessed pursuant to this Section 8.6 is reasonable and does not constitute a penalty. The parties recognize the difficulty of proving the loss or damage suffered by the CITY due to CONTRACTOR's breach. CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

8.6.4 Protest Procedure.

(A) The CONTRACTOR shall have five (5) Work Days from the date of the written notice to file a written letter of protest with the City Manager. If the protest is filed within five (5) Work Days, the City Manager or individuals designated by the City Manager shall conduct a formal review of each properly filed protest. The determination of the City Manager or designee shall be final. If the protest is not timely filed, the City Manager shall deduct the amount of the liquidated damages due to the CITY from payment due or to become due to the CONTRACTOR.

(B) Pending resolution of the alleged breach, the CONTRACTOR shall be governed by the provisions of Section 17.

(C) Completion of the protest procedure set forth in this section shall be required prior to CONTRACTOR filing a lawsuit based upon the Breach of Agreement provisions in this Section 8.6 of the Agreement.

8.7 **ADDITIONAL REMEDIES UPON BREACH**

If CONTRACTOR fails to begin work at the time specified, or discontinues the prosecution of the work, or any portion thereof, or in any other way materially breaches the Agreement for any cause not excused as provided herein, and the CITY Commission makes a final determination after a public hearing that a material breach has occurred, and if CONTRACTOR or his cash/surety fails to cure such default within five (5) business days after the receipt of such notice from CITY, CITY may thereupon, by action of CITY Commission, declare the Agreement

terminated and in default. Upon such declaration of cancellation or breach, CITY may, in addition to other available remedies, take over the work or any portion thereof or engage another firm to take over the work or any portion thereof. CITY shall pay CONTRACTOR for any payments due for services rendered by CONTRACTOR prior to termination of the Agreement. Such cancellation of the Agreement shall not relieve CONTRACTOR or the cash/surety of liability for failure to faithfully perform this Agreement, and, in case the expense incurred by CITY in performing or causing to be performed the work and services provided for in said Agreement shall exceed the sum which would have been payable under this Agreement, then CONTRACTOR, and the cash/surety, to the extent of its obligation, shall be liable to CITY in the amount of any such expenses in excess of the Agreement price. CITY may apply the cash bond in its possession toward its damages and it may look to the cash/surety, CONTRACTOR and any guarantor for additional damages. CONTRACTOR's cash/surety or security will not be released until such time as the term of this Agreement otherwise expires.

8.8 **SURETY BOND**

CITY may apply the cash/surety bond in its possession for any and all damages incurred as a direct or indirect result or failure by CONTRACTOR to properly perform its obligations under this Agreement.

SECTION 9: CUSTOMER RELATIONS

CONTRACTOR shall cooperate with CITY's authorized representatives in every reasonable way in order to facilitate the progress of the work contemplated under this Agreement. CONTRACTOR shall have, at all times, a competent and reliable representative on duty authorized to receive orders and to act on its behalf.

9.1 **OFFICE HOURS**

CONTRACTOR shall take all reasonable steps and do all things necessary to insure good and harmonious customer relations in the franchise area. CONTRACTOR agrees that it shall have twenty-four (24) hour telephone service via a non-toll call from CITY. CONTRACTOR's employee(s) shall staff the telephone service during the hours of 8:00 a.m. until 5:00 p.m., Monday through Friday, and 8:00 a.m. until 12:00 p.m. on Saturday. Staffing of the telephone service is exempt for the following holidays: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day. CONTRACTOR shall maintain, in Broward County, office hours between 8:30 a.m. and 5:00 p.m. on Work Days.

9.2 **MISSED COLLECTIONS**

If the collection of any unit is missed during the regular route collection, CONTRACTOR shall insure that the missed collection shall be picked up on the same day if notification was received by CONTRACTOR from the CITY or customer before 12 P.M., otherwise the missed collection shall be picked up before 12 P.M. on the next scheduled collection day after such notification from CITY or customer. Any deviation from the requirements of this provision must be approved by City Manager or CITY's designated representative. If CONTRACTOR fails to comply with this provision, or any of the terms and conditions of the Agreement, CITY reserves the right to insure that the collection is made, either with its own force or an outside source, and to charge all costs, plus reasonable overhead, to CONTRACTOR. CONTRACTOR shall not be required to collect material from

curbside that is non-conforming; however, in each such case, CONTRACTOR shall notify each resident by door hanger or other means, in a form approved by CITY, notifying the resident of the problem and how the customer needs to correct the problem. CONTRACTOR shall then notify CITY of the location every time a non-conforming location is noticed.

9.3 **COMPLAINTS AND REPORTS OF OPERATIONS**

CONTRACTOR shall perform a service of high quality and keep the number of legitimate complaints to a minimum. CONTRACTOR shall maintain a telephone listing in the name in which the company is doing business as CONTRACTOR and provide answering service for those customers needing to contact CONTRACTOR during the hours defined in Section 9.1. The CITY shall receive all complaints regarding the non-performance of the CONTRACTOR during all other hours not defined in Section 9.1. Complaints received by the CITY shall be forwarded by electronic transmission, or by phone, and such complaint shall be resolved before 12 P.M. on the next Scheduled Collection day. CONTRACTOR will maintain an accurate and up-to-date log of all complaints received and the disposition thereof. CONTRACTOR shall provide the complaint log to the CITY on a monthly basis, or upon request by CITY. CITY reserves the right to correct a complaint if the complaint is not corrected within twenty-four (24) hours of notification to CONTRACTOR.

9.4 **SPILLAGE AND LITTER**

CONTRACTOR shall not be responsible for cleaning up sanitary conditions around Roll Carts or Recycling Bins caused by the carelessness of the customer; however, CONTRACTOR shall clean up any Residential Solid Waste or Recyclable Materials spilled from a Roll Cart or Recycling Bin by CONTRACTOR or its employees. During transport, all Residential Waste and Recyclable Materials shall be contained, covered or enclosed so that leaking, spilling and blowing of the Residential Waste or Recyclable Materials is prevented. CONTRACTOR shall be responsible for the immediate cleanup of any spillage caused by CONTRACTOR or its employees.

CONTRACTOR shall pay all cost recovery fees associated with the cleanup of leaking, spilling and blowing of Residential Waste or Recyclable Materials onto CITY roadways and streets. CONTRACTOR shall also pay all costs (if any) associated with resurfacing of CITY roadways and streets if damaged due to leakage or spillage of any and all solid waste.

CONTRACTOR shall coordinate with CITY to conduct a drive through route inspection of CITY roadways and streets with CITY staff prior to commencement of the Agreement. CONTRACTOR shall provide the CITY with no less than ten (10) Work Days advance notice of date on which it wishes to conduct the drive through route inspection. Upon completion of the route inspection and prior to commencement of any Services under this Agreement, CONTRACTOR shall identify in writing any damages the CONTRACTOR believes exist on CITY roadways and streets that may be associated with leaking, spilling and blowing of waste and/or recyclable materials. CONTRACTOR shall provide such written identification of existing damage to the City prior to commencement of any Services under this Agreement.

9.5 **COST RECOVERY FEE**

For valid complaints not corrected within twenty-four (24) hours after notification to CONTRACTOR by CITY, CITY may assess a fee equal to the cost incurred by CITY to correct said complaint, plus any associated administrative fees, as shown in the damage form provided in the attached Exhibit, per complaint until said complaint is corrected to the reasonable satisfaction of CITY. Prior to imposing any fee, CONTRACTOR shall have five (5) business days from the date of receipt of notice of the imposition of the fee to request that the City Manager's Office review the complaint and CONTRACTOR's actions in response to the complaint. Following a review of the CONTRACTOR's position, the City Manager's Office shall advise CONTRACTOR, in writing, as to the justification for and the amount of the fee. The City Manager's Office's decision shall be final.

SECTION 10: PAYMENT WITHHELD

In addition to express provisions elsewhere contained in this Agreement, the CITY may, after providing ten (10) days advance notice to CONTRACTOR, withhold from any payment otherwise due CONTRACTOR such amount as determined necessary to protect the CITY'S interest, or, if it so elects, may withhold all or a portion of any monthly payment or refund payment on account of:

- Unsatisfactory progress of the work not caused by condition beyond the CONTRACTOR'S control;
- Defective work not corrected;
- CONTRACTOR'S failure to carry out instructions or orders of the CITY or its representative in accordance with the terms and conditions of this Agreement;
- Execution of work not performed in accordance with the Agreement specifications;
- Unsafe working conditions allowed to persist by the CONTRACTOR, after noticed by the City and Reviewed by the CONTRACTOR;
- Failure of the CONTRACTOR to provide route schedules and other reports as required by the CITY;
- Use of any subcontractors without the CITY'S prior written approval;
- Failure to comply with specified performance standards.

When the above grounds are removed, payment shall be made within ten (10) days of proof of satisfaction for amounts withheld because of them and CITY shall never be liable for interest on any delayed or late payment. The CITY's right to withhold payments under this Section will be reasonable in light of the nature of the claim, amount of available insurance and performance bond pursuant to this Agreement.

SECTION 11: PERFORMANCE BOND

11.1 **ACCOUNT**

CONTRACTOR shall furnish at its own cost an irrevocable Performance Bond, in form and content approved by the CITY Attorney, for the faithful performance of this Agreement and all of its obligations arising hereunder in the amount of five-hundred thousand ($500,000.00) dollars. Said bond shall be executed by a surety company approved by CITY and licensed to do business in the State of Florida, with a B V qualification as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company of Oldwick, New Jersey. CONTRACTOR shall furnish to CITY proof of such bond

within ten (10) days after the execution of this Agreement; such proof shall include a statement that the policy or bond may not be canceled or altered without at least thirty (30) days prior notice to CITY.

11.2 **NO RELIEF OF LIABILITY**

Maintenance of said bond and the performance by CONTRACTOR of all of the obligations under this paragraph shall not relieve CONTRACTOR of liability under the default provisions set forth in this Agreement or from any other liability as a result of any material breach hereunder. The performance Bond may be "called" in the event of any default hereunder by CONTRACTOR. The calling of the Bond shall in no manner restrict or preclude any additional or further remedies available to CITY against CONTRACTOR for breach, default or damages hereunder.

11.3 **GUARANTY**

CONTRACTOR shall cause to be obtained a corporate guaranty of Waste Pro USA, Inc. ("Guarantor") for and on behalf of Waste Pro of Florida, Inc. whereby the Guarantor shall guaranty all of the obligations of CONTRACTOR under this Agreement. The form of the guaranty is attached hereto as Exhibit 6.

SECTION 12: EQUIPMENT

12.1 **VEHICLES AND COLLECTION EQUIPMENT**

CONTRACTOR shall provide and maintain and have available at all times the necessary amount of Collection trucks to perform the work as specified herein. During severe storms and emergencies, CONTRACTOR shall have available four (4) additional Collection trucks and six (6) thirty yard Roll-Off Containers for use by CITY.

All CONTRACTOR and sub-contractor vehicles used to perform services as specified herein shall be equipped, at CONTRACTOR's expense, with a functioning GPS system capable of real time vehicle tracking.

12.2 **EQUIPMENT IN GOOD REPAIR**

CONTRACTOR shall use vehicles, one (1) per route, with vehicles being an average of three (3) years old, with no truck over seven (7) years old, and freshly painted, with bodies that are watertight to a depth of not less than eighteen inches (18"), with solid sides, using pneumatic tires. All vehicles shall be equipped with operational radio transceiver capable of communicating with CONTRACTOR's dispatch from anywhere in CITY. CONTRACTOR shall provide sufficient equipment, in proper operating condition so regular schedules and routes of Collection can be maintained. Equipment is to be maintained in a reasonable, safe, working condition. Residential Collection trucks shall be painted uniformly in color, with the name of CONTRACTOR and the number of the vehicle printed in letters not less than four inches (4") high, on each side of the vehicle, and vehicles shall be numbered and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles servicing CITY. CONTRACTOR is required to keep Collection vehicles and Containers emptied by mechanical means cleaned and painted to present a pleasing appearance. CONTRACTOR shall submit for approval by CITY a schedule showing the frequency of the cleaning and painting of the vehicles, the age, and miles of the vehicle.

CITY shall have the right to inspect all CONTRACTOR vehicles assigned to the CITY for collection of solid waste. CONTRACTOR shall make the vehicle available for inspection upon reasonable notice from the CITY. CITY shall approve the vehicle appearance and any decals prior to installation and start date of the Agreement.

Each non-packer trash vehicle shall be equipped with a cover, which may be net with mesh not greater than one and one-half inches (1.5"), or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Facility, or when parked, if the contents are likely to be scattered if not covered. Vehicles shall not be overloaded so as to scatter refuse, however, if refuse is scattered from CONTRACTOR's vehicle for any reasons, it shall be picked up immediately. Each vehicle shall have a fork and broom for this purpose. CONTRACTOR's vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations, and shall move with the traffic flow.

SECTION 13: WORKING CONDITIONS

13.1 COMPLIANCE WITH STATE, FEDERAL AND LOCAL LAWS

CONTRACTOR shall comply with all applicable County, State and Federal laws relating to wages, hours and all other applicable laws relating to the employment or protection of employees, now or thereafter in effect.

13.2 FAIR LABOR STANDARDS ACT

CONTRACTOR is required and hereby agrees by execution of this Agreement to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended and changed from time to time.

SECTION 14: INSURANCE

CONTRACTOR shall furnish to CITY of Miramar, Risk Manager, Risk Management Division, 2300 Civic Center Place, Miramar, Florida 33025, certificates of insurance which indicate that insurance coverage has been obtained that meets the requirements contained in Exhibit 8 attached hereto.

SECTION 15: INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the CITY and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of CONTRACTOR or its employees, agents or subcontractors (collectively referred to

as “CONTRACTOR”), regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of CONTRACTOR to comply with any of the paragraphs herein or the failure of CONTRACTOR to conform to statures, ordinances, or other regulations or requirements of any governmental authority, federal or state,, in connection with the performance of this Agreement. CONTRACTOR expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of CONTRACTOR, or any of its subcontractors, as provide above, for which CONTRACTOR’s liability to such employee would otherwise be limited to payments under state Worker’s Compensation or similar laws.

SECTION 16: ASSIGNMENT OF AGREEMENT

This Agreement, or any portion thereof, shall not, under any circumstances, be sublet or assigned without the express written consent of the CITY Commission. CONTRACTOR shall not sell or otherwise dispose of any assets during the term of this Agreement, which sale or disposition will in any way affect the ability of CONTRACTOR to perform its obligations under this Agreement, without the express consent of the CITY Commission by action taken in a formal meeting of said body. For purposes of this Agreement, a stock sale of CONTRACTOR’s stock in excess of fifty-one percent (51%) shall constitute a non-permitted assignment and subject CONTRACTOR to the default provisions of this Agreement.

SECTION 17: OPERATIONS DURING DISPUTE

17.1 In the event that any dispute arises between CITY and CONTRACTOR relating to the performance or compensation under this Agreement, CONTRACTOR shall continue to render service and receive justifiable compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by CITY, regardless of such dispute.

17.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate waste Collection and disposal services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with CITY in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute may present the matter to a court of competent jurisdiction in Broward County, Florida in an appropriate suit therefore instituted by it or by CITY.

17.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate this Agreement at any time whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade, after CITY provides written notice to CONTRACTOR pursuant to Sections 8.6 and 8.7 of this Agreement. Upon termination, CITY may call the bond and apply the cash and surety bond for the cost of service in excess of that charged to CITY by the firm engaged for the balance of the Agreement period.

SECTION 18: ORDINANCE

Nothing contained in any CITY ordinance hereafter adopted pertaining to the Collection of Solid Waste shall in anyway be construed to affect, change, modify or otherwise alter the duties, responsibilities, and operations of CONTRACTOR in the performance of the terms of this Agreement, unless it is agreed to in writing by both CONTRACTOR and CITY and this Agreement is amended accordingly.

SECTION 19: AMENDMENTS

Amendments in writing that are consistent with the purposes of this Agreement may be made with the mutual consent of CITY and CONTRACTOR.

SECTION 20: MODIFICATIONS TO THE CONTRACT

The CITY shall have the power to make changes in this Agreement as the result of changes in law, CITY Code or both to impose new rules and regulations on the CONTRACTOR under this Agreement relative to the scope and methods of providing Collection Services as shall from time-to-time be necessary and desirable for the public welfare. The CITY shall give the CONTRACTOR notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Collection Services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the CONTRACTOR.

The CITY and the CONTRACTOR understand and agree that the Florida Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. If there are any changes in governing law that would result in a material financial impact to either party to this Agreement, the CITY and CONTRACTOR agree to enter into good faith negotiations to remedy such impact.

The CONTRACTOR agrees that the terms and provisions of CITY Code as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the customers of the CONTRACTOR located within the Service Area. In the event any future change in the CITY Code materially alters the obligations of the CONTRACTOR, then the Collection charges established in this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The CITY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, the CITY and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section. The CITY and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

SECTION 21: CERTIFIED FINANCIAL STATEMENT REQUIRED

A certified annual financial statement ("Annual Report") of CONTRACTOR or Waste Pro USA, Inc., shall be furnished to CITY within six (6) months of the close of CONTRACTOR's fiscal year on an annual basis throughout the term of this Agreement or any extension thereof.

SECTION 22: RIGHT TO REQUIRE PERFORMANCE

The failure of the parties at any time to require performance of any provisions hereof shall in no way affect their rights thereafter to enforce same. No waiver of any breach of any provisions hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 23: LAW GOVERNING

The Agreement shall be governed and enforced pursuant to the laws of the State of Florida. Venue for any litigation shall be commenced in Broward County, Florida.

SECTION 24: CONTRACTOR'S PERSONNEL

24.1 CONTRACTOR shall assign a qualified person or persons to be in charge of its operations within CITY, and shall give the name or names of CONTRACTOR's representatives to CITY. CONTRACTOR shall also provide information regarding the experience of CONTRACTOR's representatives.

24.2 CITY has the right to require that CONTRACTOR's Collection employees wear a clean uniform or shirt bearing CONTRACTOR's name.

24.3 Each driver shall, at all times, carry a valid Florida driver's license for the type of vehicle they are driving.

24.4 CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

24.5 All employees and contractors of CONTRACTOR shall be considered to be, at all times, the sole employees or contractors of CONTRACTOR under its sole direction and not an employee, contractor, or agent of CITY. CONTRACTOR shall supply competent and physically capable employees and contractors. CITY may require CONTRACTOR to remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of CITY.

24.6 The direction and supervision of refuse Collection and disposal and salvage operations shall be by competent, qualified and sober personnel, and CONTRACTOR shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to CITY. All subcontractors, subconsultants, superintendents, foremen and workmen employed by CONTRACTOR shall be careful and competent. CONTRACTOR shall also provide uniforms that are clearly identified with the company name. Employees and subcontractors of CONTRACTOR shall have and wear proper dress attire at all times. Proper dress attire shall consist of industrial style work pants, a button front shirt or T-shirt with CONTRACTOR's company name or logo and the name of the shirt bearer, and appropriate footwear.

24.7 All employees used by CONTRACTOR during the term of the Agreement shall be of a standing or affiliation that will permit CONTRACTOR's performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstance, will such employees cause any disturbance, interference or delay to any work or service rendered to CITY or by CITY and in no case or in any circumstances will the employees conduct themselves negligently, disorderly or dishonestly in the due and proper performance of the employee's duties. CONTRACTOR shall see to it that its employees serve the public in a courteous, helpful and impartial manner. CONTRACTOR shall furnish CITY with a current roster of employees upon request.

24.8 CONTRACTOR's employees providing Residential Services shall follow the regular walk for pedestrians while on private property and shall not trespass nor cross property to the adjoining premises unless the occupant or owner of both properties has given permission. No employee shall meddle with property that does not concern him. Care should be taken to prevent damage to property, including flowers, scrubs, and other plantings. After emptying Roll Carts, Recycling Bins, or Containers, employees shall return them to the same location from which they were taken, in the proper position behind the curb or edge of pavement and anything spilled shall be picked up immediately by such employee. Any damages incurred shall be paid by CONTRACTOR.

SECTION 25: COMPLIANCE WITH LAWS AND REGULATIONS

CONTRACTOR hereby agrees to abide by and comply with all applicable Federal, State, County and CITY laws, Ordinances and regulations. CONTRACTOR and its cash/surety shall indemnify, defend and save harmless CITY, its CITY Commissioners, all its officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, orders or decrees, whether by itself or its employees. CONTRACTOR shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

SECTION 26: SAVINGS CLAUSE

Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the CITY, such provisions, paragraph, sentence, word or phrase shall be deemed modified to the

extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

SECTION 27: GENERAL

27.1 **NO CONTINGENT FEES**

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee, agent, consultant, or lobbyist working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee, agent, consultant, or lobbyist working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Agreement price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

27.2 **NO WAIVER**

No waiver by CITY of any term, covenant or condition herein contained shall be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The rights and remedies created by this Agreement are cumulative, and are not intended to be exclusive. The use of one remedy under this Agreement shall not be taken to exclude or waive the right or use of another Agreement, and each party shall be entitled to pursue all remedies generally available under the laws of the State of Florida.

SECTION 28: LITIGATION

28.1 **ATTORNEYS' FEES**

In the event of any litigation between CITY and CONTRACTOR which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party, subject to the limits of this paragraph. Where the prevailing party is awarded compensatory damages from the non-prevailing party, the amount of attorney's fees shall not exceed the amount of compensatory damages (it being the intent that no attorney's fees shall be recoverable by a prevailing party in the absence of an award of compensatory damages, other than nominal damages). If no such compensatory damages are awarded, the prevailing party is entitled to reasonable attorney's fees for the defense against the non-prevailing party's claim, which shall not exceed the amount of the Agreement as adjusted by amendments as are binding upon the parties.

28.2 **LEGAL REPRESENTATION**

It is acknowledged that each party to this Agreement has had the opportunity to be represented by legal counsel in the preparation of this Agreement and, accordingly, the rule that an Agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

SECTION 29: MEDIATION

Before a party may file a lawsuit or other cause of action against the other party to this Agreement resulting from a claim arising out of or relating to this Agreement, the parties must submit to non-binding mediation of said dispute. Notice of the claim or controversy must be provided by the complaining party to the other party, and mediation shall be scheduled to occur before a Circuit Court certified mediator within fifteen (15) days of said notice.

SECTION 30: MISCELLANEOUS

30.1 **RECORDS**

CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to services provided and fees charged pursuant to this Agreement. Upon providing reasonable notice, such books and records will be available at all reasonable times for examination and audit by CITY and its representatives, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records may be grounds for disallowance by CITY of any fees or expenses based upon such entries.

30.2 **MODIFICATION**

This Agreement constitutes the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

30.3 **PROPERTY DAMAGE**

CONTRACTOR shall be responsible for the repair or replacement, if repair is not adequate of any damages to public or private property during the provision of collection service and caused by the CONTRACTOR or the CONTRACTOR's representative.

30.4 **PROPRIETARY INFORMATION**

The documents, records, routing, charges, and pricing of CONTRACTOR are proprietary information and records of CONTRACTOR, and are exempt from disclosure pursuant to Section 815.045, Florida Statutes, as may be amended from time to time, unless in the sole opinion and judgment of either the City Manager or the City Attorney, such documents and records are not within said statutory exemption.

30.5 **NOTICE**

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by facsimile transmission with certification of transmission to the receiving party, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

As to CITY:

Kathleen Woods-Richardson, City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3313
Facsimile: (954) 602-3588

Copy to:

Thomas Good, Public Works Director
(Contract Administrator)
City of Miramar
13900 Pembroke Road, Bldg L
Miramar, Florida 33027
Telephone: (954) 883-6815
Facsimile: (954) 602-3551

Jamie Alan Cole, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Facsimile: (954) 764-7770

As to CONTRACTOR:

Russell Mackie
Waste Pro of Florida, Inc.
Regional Vice President
17302 Pines Boulevard
Pembroke Pines, Florida 33029
Telephone: (954) 967-4200
Facsimile: (954) 241-4489

Copy to:

Jeanie Dubinski, Esq.
General Counsel
Waste Pro USA, Inc.
2101 West S.R. 434, St. 315
Longwood, Florida 32779
Telephone: (407) 869-8800
Facsimile: (407) 869-8884

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused these presents to be executed and attested to by their duly authorized officers or representatives and their official seals to be affixed hereon, the day and year first above written.

ATTEST:

CITY:

_____
Denise A. Gibbs, City Clerk

BY:_____
Kathleen Woods-Richardson, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY THE
CITY OF MIRAMAR ONLY:

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

CONTRACTOR:

WITNESSES:

_____

BY:_____
Waste Pro of Florida, Inc.

_____

_____
John J. Jennings, CEO

Print Name
_____

_____
Print Name

ATTEST:

_____
Robert J. Hyres, Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of Waste Pro of Florida, Inc., an organization authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2016.

_____
NOTARY PUBLIC
State of Florida at Large

My commission expires:

ATTACHMENT 1

ARCADIS
Infrastructure, environment, buildings

8201 Peters Rd. Suite 2400
Plantation, FL 33324
www.arcadis-us.com

Reply to:
Robert French, P.E., BCEE
Robert.French@Arcadis.com
Mobile: 239 218 6821

February 3, 2016

Ralph Trapani, Solid Waste Manager
Public Works Department
City of Miramar
13900 Pembroke Road, Bldg. L
Miramar, FL 33027

Subject: Amended and Restated Solid Waste and Recycling Collection Franchise Agreement – Final version reviewed February 3 2016

Dear Mr. Trapani:

At the request of the City of Miramar, Arcadis has reviewed the Subject Agreement. Additionally, we have reviewed previous working drafts during the City's negotiations with Waste Pro of Florida, Inc. ("Waste Pro"), reviewed background studies and documents, and met with the City's negotiating team consisting of Michael Moore, Tom Good and Ralph Trapani.

The negotiated Amended and Restated Solid Waste and Recycling Collection Franchise Agreement ("Amended Agreement") provides for the extension and fine tuning of the original Agreement, which is effective from May 1, 2011 until April 30, 2016, a term of five years. The original Agreement provides for two additional three year extensions to the term. The term of this Amended Agreement includes exercise of the first renewal term option from May 1, 2016 to April 30, 2019. The City and Waste Pro may, before the expiration of the first renewal term and by mutual agreement, further extended the Agreement through a second renewal term until April 30, 2022.

While the original Agreement provided for an adjustment to the fees paid to Waste Pro in accordance with an appropriate CPI adjustment for solid waste collections after the second year, Waste Pro elected not to increase their collection charges. The residential collection cost to be paid by the City to Waste Pro will increase by 5% on the effective date of this Amended Agreement and may be adjusted again at the beginning of the second renewal term on May 1, 2019. This 5% increase in Waste Pro's residential collection cost is approximately the same increase Waste Pro would have been entitled to three years ago if they had exercised the CPI adjustment provision in the Original Agreement.

ARCADIS
Infrastructure, environment, buildings

Waste Pro has agreed to provide additional services and benefits to the City in this Amended Agreement:

- Waste Pro will pay to the City $35,000 per year for City wide education services which shall be adjusted after the first three-year extended term in accordance with CPI increases.

- Waste Pro will host, at their expense, a monthly Household Hazardous Waste and Electronics drop-off event at their facility.

The Amended Agreement is the result of give and take negotiations between two parties that have worked together successfully for the past 5 years. Most provisions in the Amended Agreement provide clarification to issues and services that have been refined within the context of this successful and cost effective working relationship.

Based on the Arcadis review of the Amended Agreement, it is our professional opinion that the City will benefit by extending the term of the Agreement and other provisions and conditions of the Amended Agreement. For these reasons, Arcadis recommends that the City endorse the Amended Agreement.

Sincerely,

Robert H. French, P.E., BCEE
Principal in Charge

CC Michael Moore
Tom Good

6.
RESOLUTIONS
March 2, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: March 2, 2016

Second Reading Date: N/A

Presenter's Name and Title: Randy Cross, Procurement Director, on behalf of the Procurement Department

Temp Reso Number: 6000

Item Description: Temp. Reso. No. 6000, AUTHORIZING THE LEASE PURCHASE OF ONE EMERGENCY ONE CUSTOM EMAX TYPHOON 78-FOOT QUINT AND ONE EMERGENCY ONE CUSTOM EMAX TYPHOON PUMPER FROM HALLMARK APPARATUS, INC., AND TWO AEV CUSTOM TYPE 1 MEDIUM DUTY AMBULANCES FROM ETR, LLC, UTILIZING FLORIDA SHERIFF'S ASSOCIATION CONTRACT NO. 15-11-0116, AND ONE NON-WALK-IN RESCUE VEHICLE FROM EVI, INC., UTILIZING HOUSTON-GALVESTON AREA COUNCIL CONTRACT NO. FS12-15; AWARDING REQUEST FOR PROPOSALS NO. 16-02-14 TO U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC. FOR THE FINANCING OF THE LEASE PURCHASE IN AMOUNT NOT-TO-EXCEED $2,458,500; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS IN CONNECTION WITH THE LEASE-PURCHASE AND RELATED FINANCING. (Fire-Rescue Chief L. Keith Tomey and Procurement Director Randy Cross)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Summary Explanation and Background: The Fire-Rescue Department (the "Department") maintains a fleet of vehicles, which is aging and requires significant maintenance and repairs in order to keep it operational. The Department's fleet currently includes one 1995 Emergency One ("E-One") Fire Truck H320, one 1998 E-One Fire ladder Truck, one 1999 Medic Master Rescue FL60, one 2000 Medic Master Rescue FL60 and one 2001 Ford F-250 that are due for replacement. These vehicles are scheduled for replacement in fiscal year 2016 in accordance with the Citywide Vehicle Replacement Plan. The vehicles will be replaced with one 2016 E-One Typhoon 78' Quint ("Quint"), one E-One Typhoon Pumper ("Pumper"), two AEV Type 1 Medium Duty Ambulances ("Ambulances") and one Ford F-550 Non-Walk-In Rescue vehicle. The Quint and the Pumper will be purchased from Hallmark Fire Apparatus, Inc. and the Ambulances will be purchased from ETR, LLC, utilizing Florida Sheriff's Association Contract No. 15-11-0116. The Non-Walk-In Rescue Vehicle will be purchased from EVI, Inc. utilizing Houston-Galveston Area Council Contract No. FS12-15.

The City conducted a procurement process and released Request for Proposals ("RFP") No. 16-02-14 on February 4, 2016, to solicit for qualified firms to provide financing for the lease-purchase of the new vehicles. The RFP closed on February 23, 2016 with a total of four responses. A selection committee comprised of City staff from the Finance, City Manager and Fire-Rescue Departments met on February 25, 2016 to review and rank the proposals. This resulted in U.S. Bancorp Government Leasing and Finance as the highest ranked Proposer.

The total spend will be in an amount not-to-exceed $2,458,500, including the lease-purchase of the new vehicles and associated costs. The new vehicles will be financed over a term of seven years at a rate of 1.599 percent. This will result in a quarterly payment of $84,531.22.

Instructions for the Office of the City Clerk:

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding of $2,233,800 is available in Fire-Rescue CIP Account 395-30-801-522-000-606514-54010, entitled Fire-Rescue CIP Vehicles.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 6000**
- **Attachment(s)**
  - **Attachment 1: Quote for Quint & Pumper - Hallmark Fire Apparatus, Inc.**
  - **Attachment 2: Quote for Ambulances - ETR, LLC**
  - **Attachment 3: Quote for Non-Walk-In Rescue Vehicle - EVI, Inc.**
  - **Attachment 4: Florida Sheriff's Association Contract No. 15-11-0116**
  - **Attachment 5: Houston-Galveston Area Council Contract No. FS12-15**
  - **Attachment 6: Request for Proposals No. 16-02-14**
  - **Attachment 7: U.S. Bancorp Proposal to Request for Proposals No. 16-02-14**

MIRAMAR
BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: L. Kieth Tomey, Fire-Rescue Chief and Randy Cross, Procurement Director

DATE: February 25, 2016

RE: Temp. Reso. No.6000, authorizing the acquisition of five emergency vehicles for the Fire-Rescue Department and the award of RFP 16-02-14 to U.S. Bancorp Government Leasing and Finance, Inc., for the financing of the lease-purchase.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6000, authorizing the lease purchase of one Emergency One ("E-One") custom eMax typhoon 78-foot Quint and one E-One custom typhoon pumper from Hall Mark Fire Apparatus, Inc., two AEV Custom Type 1 Ambulances from ETR, LLC utilizing the Florida Sheriff's Association Contract No. 15-11-0116 and one Non-Walk-In Rescue Vehicle from EVI, Inc., utilizing Houston-Galveston Area Council Contract No. FS12-15, and the award of Request for Proposals ("RFP") No. 16-02-14 to U.S. Bancorp Government Leasing and Finance, Inc. ("U.S. Bancorp"), for the financing of the lease purchase, in an amount not-to-exceed $2,458,500.

ISSUE: Pursuant to City Code, City Commission approval is required for the purchase or contract for goods or services in excess of $50,000 from the same vendor in a single fiscal year.

BACKGROUND: The Fire-Rescue Department's fleet of vehicles is aging and requires significant maintenance and repairs in order to keep it operational. The Fire-Rescue Fleet currently includes one 1995 Emergency One ("E-One") Fire Truck H320 (Vehicle No. FD036), one 1998 E-One Fire ladder Truck (Vehicle No. FD042), one 1999 Medic Master Rescue FL60 (Vehicle No. FD053), one 2000 Medic Master Rescue FL60 (Vehicle No. FD055) and one 2001 Ford F-250 (Vehicle No. FD059) (the "Five Emergency Vehicles") that are due for replacement.

Over the past several years, the Five Emergency Vehicles required numerous repairs, which have led to a significant increase in maintenance costs. Additionally, as the need for repairs increase, the department is faced with fewer operating vehicles to respond to medical and fire emergencies while the vehicle is out of service.

The Five Emergency Vehicles are scheduled for replacement in fiscal year 2016 in accordance with the Citywide Vehicle Replacement Plan. The vehicles will be replaced with one 2016 E-One Typhoon 78' Quint ("Quint"), one E-One Typhoon Pumper ("Pumper"), two AEV Type 1 Medium Duty Ambulances ("Ambulances") and one Ford F-550 Non-Walk-In Rescue vehicle. The Quint and the Pumper will be purchased from Hallmark Fire Apparatus, Inc. for a total of $1,387,100 and the Ambulances will be purchased from ETR, LLC for a total of $678,334. This includes a trade-in value of $41,000 for Vehicle Nos. FD036, FD042, FD053 and FD055. These vehicles will be purchased utilizing the Florida Sheriff's Association Contract No. 15-11-0116. The Non-Walk-In Rescue Vehicle will be purchased from EVI, Inc., for a total of $166,529, utilizing of the Houston-Galveston Area Council Contract No. FS12-15.

The City conducted a procurement process and released RFP No. 16-02-14 on February 4, 2016, to solicit for qualified firms to provide different options for the lease purchase of the five emergency vehicles. The RFP closed on February 23, 2016 with a total of four responses from SunTrust Equipment Finance & Leasing Corp., U.S Bancorp Government Leasing and Finance, Branch Banking and Trust Company (BB&T), and J.P Morgan Chase. A selection committee that comprised of City staff from the Finance, City Manager and Fire-Rescue Departments met on February 25, 2016 to review and rank the proposals. This resulted in U.S. Bancorp Government Leasing and Finance as the highest-ranked responsive, responsible Proposer.

The total spent will be in an amount not-to-exceed $2,458,500, including the purchase of the emergency vehicles and associated costs. The vehicles will be financed over a term of seven years at a proposed rate of 1.5990 percent. Payment in the amount of $84,531.22 will be due on a quarterly basis, with an annual payment amount of $338,124.88. Funding for the purchase of the vehicles was budgeted in the City's Capital Improvement Program as a lease-purchase which spreads the payments for the acquisition of the vehicles over multiple years.

Temp. Reso. No. 6000
2/25/16
3/1/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING THE LEASE PURCHASE OF ONE EMERGENCY ONE CUSTOM EMAX TYPHOON 78-FOOT QUINT AND ONE EMERGENCY ONE CUSTOM EMAX TYPHOON PUMPER FROM HALLMARK APPARATUS, INC., AND TWO AEV CUSTOM TYPE 1 MEDIUM DUTY AMBULANCES FROM ETR, LLC, UTILIZING FLORIDA SHERIFF'S ASSOCIATION CONTRACT NO. 15-11-0116, AND ONE NON-WALK-IN RESCUE VEHICLE FROM EVI, INC., UTILIZING HOUSTON-GALVESTON AREA COUNCIL CONTRACT NO. FS12-15; AWARDING REQUEST FOR PROPOSALS NO. 16-02-14 TO U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC. FOR THE FINANCING OF THE LEASE PURCHASE IN AMOUNT NOT-TO-EXCEED $2,458,500; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS IN CONNECTION WITH THE LEASE-PURCHASE AND RELATED FINANCING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fire-Rescue Department (the "Department") maintains a fleet of vehicles, which is aging and requires significant maintenance and repairs in order to keep it operational; and

WHEREAS, the Department's fleet currently includes one 1994 Emergency One ("E-One") Fire Truck H320 (Vehicle No. FD036), one 1998 E-One Fire Ladder Truck (Vehicle No. FD042), one 1999 Medic Master Rescue FL60 (Vehicle No. FD053), one 2000 Medic Master Rescue FL60 (Vehicle No. FD055) and one 2001 Ford F-250 (Vehicle No. FD059) (the "Five Emergency Vehicles") that are due for replacement; and

WHEREAS, over the past several years, the Five Emergency Vehicles required numerous repairs which have led to significant increase in maintenance costs, causing the Department to operate with fewer vehicles to respond to medical and fire emergencies while a vehicle is out of service; and

WHEREAS, the Five Emergency Vehicles are scheduled for replacement in accordance with the Citywide Vehicle Replacement Plan; and

WHEREAS, the Five Emergency Vehicles will be replaced with one 2016 E-One Typhoon 78-foot Quint ("Quint"), one E-one Typhoon Pumper ("Pumper"), two AEV Type 1 Medium Duty Ambulances ("Ambulances") and one Ford F-550 Non-Walk-In Rescue vehicle; and

WHEREAS, pursuant to City Code, approval of the City Commission is required for purchase or contract for services in excess of $50,000 from the same vendor in a single fiscal year; and

WHEREAS, the Quint and the Pumper will be purchased from Hallmark Fire Apparatus, Inc. for a total of $1,387,100, and the ambulances will be purchased from ETR, LLC for a total of $678,334, which includes a trade-in value of $41,000 for vehicle nos. FD036, FD042, FD053 and FD055; and

WHEREAS, the Non-Walk-In Rescue vehicle will be purchased from EVI, Inc. for a total of $166,529; and

WHEREAS, the total for the acquisition of the five vehicles and associated costs will be in an amount not-to-exceed $2,458,500; and

WHEREAS, pursuant to City Code, commodities or services that are subject of other governmental agencies' contracts that were competitively bid, can be purchased without conducting a competitive procurement process; and

WHEREAS, the Quint, Pumper and Ambulances will be purchased utilizing Florida Sheriff's Association Contract No. 15-11-0116; and

WHEREAS, the Non-Walk-In Rescue will be purchased utilizing Houston-Galveston Area Council Contract No. FS12-15; and

WHEREAS, the City conducted a procurement process to solicit financing for the lease purchase of the emergency vehicles; and

WHEREAS, Request for Proposals No. 16-02-14 was issued on February 4, 2016 and closed on February 23, 2016, with a total of four responses from SunTrust Equipment Finance & Leasing Corp, Branch Banking and Trust Company (BB&T), U.S. Bancorp Government Leasing and Finance ("U.S. Bancorp") and J.P. Morgan Chase Bank, N.A.; and

WHEREAS, a selection committee met on February 25, 2016 to review and rank the proposals in accordance with the Florida Sunshine Law, which resulted in U.S. Bancorp as the highest-ranked responsive responsible Proposer; and

WHEREAS, the purchase will be financed over a term of seven years at a proposed rate of 1.5990 percent with a quarterly payment of $84,531.22; and

WHEREAS, funding for the purchase of the vehicles was budgeted in the City's Capital Improvement Program as a lease-purchase which spreads the payments over multiple years; and

WHEREAS, the City Manager recommends approval for the lease purchase of one Quint and one Pumper from Hallmark Fire Apparatus, Inc. and two ambulances from ETR, LLC utilizing Florida Sheriff Association Contract No. 15-11-0116, and one Non-Walk-In Rescue from EVI, Inc. utilizing the Houston-Gavelston Area Council Contract No. FS12-15, and the award of RFP No. 16-02-14 to U.S. Bancorp to finance the lease-purchase over a term of seven years at a rate of 1.5990 percent, in an amount not-to-exceed $2,458,500 for the acquisition of the vehicles and associated costs; and

WHEREAS, the City Commission deems it in the best interest of the citizens and residents of the City of Miramar to approve the lease purchase of one Quint and one Pumper from Hallmark Fire Apparatus, Inc. and two ambulances from ETR, LLC utilizing Florida Sheriff's Association Contract No. 15-11-0116, and one Non-Walk-In Rescue from EVI, Inc. utilizing Houston-Galveston Area Council Contract No. FS12-15, and the award of RFP No. 16-02-14 to U.S. Bancorp to finance the lease-purchase over a term of seven years at a rate of 1.5990 percent, in an amount not-to-exceed for the acquisition of the vehicles and associated costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing **"WHEREAS"** clauses are ratified and confirmed as being true and correct and are made part of this resolution.

Section 2: That it approves the lease-purchase of one Quint and one Pumper from Hallmark Fire Apparatus, Inc., and two ambulances from ETR, LLC utilizing Florida Sheriff's Association Contract No. 15-11-0116, and one Non-Walk-In Rescue from EVI, Inc. utilizing Houston-Galveston Area Council Contract No. FS12-15.

Section 3: That it approves the award of RFP No. 16-02-14 to U.S. Bancorp to finance the lease purchase over a term of seven years at a rate of 1.599 percent, in an amount not-to-exceed $2,458,500, for the acquisition of the vehicles and associated costs.

Section 4: That it authorizes the City Manager to execute all necessary documents in connection with the lease-purchase and financing of the vehicles.

Section 5: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 6: That this resolution shall take effect upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

Hall-Mark RTC
725 SW 46th Ave
Ocala, FL 34474

ATTACHMENT 1

Apparatus Proposal

DATE: 1-7-16
The Proposal has been prepared for:
Miramar Fire Rescue
11908 Miramar Parkway
Miramar, FL 33025

Hall-Mark RTC is pleased to offer Miramar one (1) 2016 Quint & (1) Pumper both on a Typhoon chassis. This unit is quoted using the Florida Sheriff's Association Contract 15-11-0116 Spec. #8 & 18. These vehicles shall be in accordance with the attached specifications. The purchase price shall include all vehicle components and NFPA equipment as requested by the fire department as detailed in the Hall-Mark Proposal.

Delivery will be F.O.B. customer location and will be made approximately 240 Calendar days after receipt of purchase order. Terms of payment shall be net 30 at delivery or lease purchase.

(1) Quint on a Typhoon chassis	$ 750,681.00
(1) Pumper on a Typhoon chassis	$487,152.00
Equipment, Brackets, Radios, Communications Equipment, Fabrication & Installation Allowance (to include front handrails, bumper poles)	$176,167.00
Graphics	$6,000.00
Inspection Trips	$1,500.00
EVT Technician present for inspections	$600.00
Total Cost	**$1,422,100.00**
Trade in (1995 Hush Pumper & 1998 HP75' tandem)	($35,000.00)
Total	**$1,387,100.00**

This quote is valid until 03-15-16 unless extended in writing. If pre-payment option is selected the full pre-payment amount must be received within 30 days of the purchase order date.

This proposal is deemed acceptable by the undersigned. In witness whereof, The Company and the Purchaser shall execute and agree to this proposal with signatures and authorizations representatives as of the date set forth by each.

Company: Hall-Mark RTC

Dee Daniels
Dee Daniels
Director of Apparatus Sales

Date: 1-7-16

Purchaser: Miramar Fire Rescue

_____
_____
_____

Date: _____

Hall-Mark RTC

725 SW 46th Ave
Ocala, FL 34474

Pricing breakdown off the FSA Contract 15-11-0116

FSA Specification #8 Rear Mtd. Aerial	$583,433.00
Customer additions to Quint	$167,248.00
Total	**$750,681.00**

FSA Specification #18 Level I Custom Pumper	$301,404.00
Customer additions to Pumper	$185,748.00
Total	**$487,152.00**

December 4, 2015

Mr. Scott Rector, Division Chief of Logistics
Miramar Fire Rescue
14801 S.W. 27th Street
Miramar, FL. 33027

Dear Chief Rector;

We are pleased to provide you with the attached chassis specifications, shop order, drawings, ETR's equipment install and pricing for the purchase of two (2) new 2016 Freightliner M2 4 door crew cab with AEV Type I Ambulance Module. Pricing is based on purchasing the units from the Florida Sheriffs Association Contract Bid No.15-11-0116 Specification #02 –Type I Ambulance, Medium Duty (4x2).

PRICE INCLUDES:

- Transfer radios and Traffic Signal Pre-Emption unit from old unit into new chassis at ETR's facility. Install CompX eLock model #WS-PRKP-CAB, WIFI, network cabinet lock; HID PROX/KEYPAD and software. Note: Customer to supply all new coaxial and power cables (radios & signal pre-emption unit). New cables are to be installed at AEV factory because you are going from 2 door std. cab to 4 door crew cab (length of existing cables).
- *Dealer installed equipment, stretchers, brackets, IT and communications equipment.
- Graphic per your present new AEV Type I unit.
- Price per unit $291,843.00 x 2 units $583,686.00
- *Dealer installed equipment allowance $53,750.00 x 2 units...$107,500.00
- Trade-in allowance unit 053 & 055 .....$<6,000.00>
- Total price for 2 units.....$685,186.00
- Trade-in units: unit 053 1999 FL60 Vin. #HA36657, unit 055 2000 FL60 Vin. #HF57199. NOTE: Units must be in same condition (paint, graphics, drive train, cab & module free from damage, tires 50% +, electrical components and good running condition) as of pictures taken and vehicle inspected on 09/16/15.
- Plus applicable taxes, tag, title, and delivered to your location.
- Above price is good to March 31, 2016 NOTE: The Florida Sheriffs Contract Bid No. 15-11-0116 expires as of this date.
- Lease purchase payment and terms attached.

212 Hickman Drive Sanford, FL 32771 * 407.339.6737 *Fax 407-339.8198
www.ETRLLC.com

ETR

Emergency, Tactical, Rescue Vehicles
www.ETRVEHICLES.com

PRE-PAYMENT DISCOUNT:

- Order per Pre-payment discount is based on payment (50% down of total amount) in full upon receipt of purchase order and signed confirmation order form.
- Total price for 2 units.....$583,686.00
- Total allowance dealer installed equipment $107,500.00
- Trade-in allowance .....$<6,000.00>
- Pre-payment discount .....$<6,852.00>
- Total price with per- payment discount $678,334.00

DELIVERY PENALTY:

- As of 11/4/15 with Purchase order and signed confirmation form within the next 30 days the estimated delivery of completed units after receipt of chassis at AEV factory will be 180 days (based on no change orders). After the 30 day time line delivery is subject to change based on AEV production Schedule Plus or minus 180 days. ETR understand that we may be subject to $100.00 per business day penalty for each business day unit in not delivered on time.

Sincerely,

Bill Amador
Regional Sales Manager

212 Hickman Drive Sanford, FL 32771 * 407.339.6737 *Fax 407-339.8198
www.ETRLLC.com

FLORIDA SHERIFFS ASSOCIATION
FIRE/RESCUE VEHICLES & OTHER FLEET EQUIPMENT
BID NO. 15-11-0116
(CONTRACT PERIOD 02/02/15 – 03/31/16)
OPTIONAL EQUIPMENT ADDED TO BASE UNIT

SPECIFICATION #02 – TYPE I AMBULANCE, 2 WHEEL DRIVE MEDIUM DUTY (4 X 2):

- Contract base unit price $162,603.00
- Mechanical upgrades to chassis and related 33,915.00
- Electrical upgrades to base bid 9,969.00
- Light & safety related warning systems 31,339.00
- Electrical/mechanical upgrades for safety patient/crew 9,794.00
- Mechanical upgrades to module exterior 13,376.00
- Environmental & quality upgrades 4,737.00
- Paint, graphics, and chevrons 8,786.00
- Mechanical upgrades to module interior 6,970.00
- Radio/communication related equipment 7,354.00
- Dealer installed equipment 53,750.00
- Final Inspection at AEV Factory 3,000.00
- Total price per unit $345,593.00

leasing 2

Lessee	Vendor
City of Miramar, Florida	**ETR Vehicles, LLC**
Fire & Rescue	

Proposal Date: December 4, 2015
Equipment Description: (2) AEV Freightliner M2 Medium Duty Ambulance
Commencement Date: December 15, 2015

	Option 1	Option 2	Option 3
Equipment Cost:	$691,186	$691,186	$691,186
Lessee Down Payment:	$345,593	$345,593	$345,593
Amount Financed:	$345,593	$345,593	$345,593
Lease Term:	5 Years	6 Years	7 Years
First Payment Date:	12/15/2016	12/15/2016	12/15/2016
Payment Frequency:	Annual	Annual	Annual
Lease Rate:	2.99%	3.06%	3.12%
Payment Amount:	$75,429.61	$63,926.03	$55,729.71
Payment Factor:	0.21826	0.18497	0.16126

The information contained in this lease quote is privileged and confidential.
Any communication of this information in whole or in part is prohibited.

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

   a) **Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 by March 31, 2015 to protect the rates quoted. We recommend an award by February 28, 2015 to allow 30 days to process paperwork.

   b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

   c) **Fixed Rates**: Rates for ten (10) years and under are fixed for the entire term. Terms over ten (10) years have a one time rate adjustment after ten years to the then current interest rates for the remaining term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting**: All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-for profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, and qualified as a tax exempt obligation under the tax reform act of 1986 as amended.

Financing provided by: **Leasing 2, Inc.**

Contact: **Brad Meyers**
Phone: 800-287-5155 x12 **bmeyers@leasing2.com**

Date: December 4, 2015
www.leasing2.com

MEMBER
ASSOCIATION OF GOVERNMENTAL LEASING & FINANCE

REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: December 4, 2015 **Option Chosen:** _____ (where applicable)

Upcoming Governing Body meeting date for lease approval: _____

City of Miramar, Florida
Name of Lessee

_____
Authorized Signature

_____
Date

_____
Printed Name Of Authorized Signature

_____
Title

_____
Contact Name (If Different Than Authorized Signature)

_____
Contact Phone

_____
Contact E-Mail Address

Last month of your budget year?_____

Please complete the above information and ***fax or email*** *all pages of the proposal to*
813-258-9333 / bmeyers@leasing2.com

**** Important: A Resolution will be required with the lease contract ****
In the event that you require board action to sign this proposal,
please call us so that we may forward the preferred form for the meeting.

"PROPOSAL"

To:

Miramar Fire Rescue
14801 SW 27th Street
Miramar, Florida 33027

Date: December 16, 2015

Quote No.: MIRAMAR-0001

Submitted By: Ernst R. Temme

We hereby propose to furnish to you the following unit(s) and equipment to be built in accordance with the attached specifications. Acceptance of this proposal shall be deemed as approved of all terms herein. We reserve the right to withdraw this proposal if not accepted within 90 days from the above date.

Qty.	Description	Unit Price	Extension
	HGAC Procurement #FS12-15 | Product Code #ID01		
1	Ford F-550 2-Door, Single Axle | 10' Non-Walk-In Rescue $ 174,852.00 $ 174,852.00		
	Less changes as required by Miramar Fire Rescue <26,237.00> <26,237.00>	$	$
	- Per attached specifications / drawings -		
1	Equipment Allowance Contingency $ 17,914.00 $ 17,914.00		
		Sub-Total	$ 166,529.00
		Taxes	.00
		TOTAL	$ 166,529.00

F.O.B. Lake Park, Florida

1. TERMS OF PAYMENT: Chassis portion ($44,515.00) payable upon receipt of chassis at EVI Factory
Balance payable upon pick-up and acceptance

- Net 30 days from date of completion | 1% Prompt payment discount when paid within 10 days from date of completion.
- Late Payment Charges: 18% APR finance charge starts 30 days after date of completion.
- Certificate of Origin will be issued upon receipt of payment in full.

2. DELIVERY SCHEDULE: The Support Vehicle shall be completed approximately 120 to 140 working days from receipt of Chassis and approved construction drawings at the Company's factory location in Palm Beach County, Florida.

WARRANTY: Company warrants the new emergency vehicle against defective workmanship and materials. See attached warranty statements for specific coverage and procedure.

CONTINGENCIES: Company shall have no liability to Buyer for any loss or damage arising directly or indirectly from any delay in delivery due to strikes, inability to obtain materials, fires, accidents, or any other causes beyond the Company's control.

DISCLAIMER OF CONSEQUENTIAL DAMAGES: Company expressly disclaims any liability for consequential or incidental damages which may be sustained by Buyer, including but not limited to those arising from the use, inability to use, maintenance or repair of the emergency vehicle, whether under theories of breach of expressed or implied warranty, negligence, strict liability or otherwise.

CANCELLATION: This contract is subject to cancellation by Buyer only upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company and Company's anticipated profit.

LIQUIDATION DAMAGES: Buyer and Seller agree that if the Buyer requests the work on the vehicle to be temporarily halted or suspended, for any reason that damages would be difficult to ascertain. Therefore, the parties agree to liquidated damages of $100.00 per day to compensate the Company for expenses, damages and administration.

SEVERABILITY: If any part hereof is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder shall not be invalidated and shall be given effect so far as possible.

Attachment 4

Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

DATE: February 11, 2015

TO: ALL PROSPECTIVE PARTICIPANTS

FROM:

Steve Casey	Andrew Terpak	Becky Keillor
Executive Director	Business Operations Mgr.	Bid Coordinator

RE: FSA FIRE/RESCUE BID 15-11-0116

The Florida Sheriffs Association, the Florida Fire Chiefs' Association and the Florida Association of Counties are pleased to announce our 12th successful statewide competitive bid for Fire and Rescue vehicles. This year's bid added three (3) new specifications and an additional 39 commodities to help meet the needs of the end-users.

This bid is extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county boards of public instruction, municipalities and other local public or public safety agencies or authorities.

In addition to the eligible users referenced above and with the consent of the successful bidder(s) purchases may be made under the Terms and Conditions of this contract by governmental entities located outside the State of Florida. Appropriate governmental entities' purchasing laws, rules and regulations shall apply to purchases made under this contract.

The Awarded Vendors include the following Manufacturer's/Dealer's:

AEV/ETR, Braun, Demers, E-one, Hall-Mark Fire, Horton, Excellance, HME, KME, McCoy Miller, Medix, Smeal Fire, Sutphen Corporation, Osage, Pierce, Road Rescue, Rosenbauer, Toyne and Wheeled Coach.

To access this bid, please visit our website at:

https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/

ATTACHMENT 5

HGACBuy THE SMART PURCHASING SOLUTION

LOGIN

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- INFRASTRUCTURE EQUIPMENT & SERVICES
- COMMUNICATIONS EQUIPMENT & SERVICES
- GROUNDS FACILITIES & PARKS EQUIPMENT
- PUBLIC WORKS EQUIPMENT
- EMERGENCY EQUIPMENT &SUPPLIES
- CONSULTING LEASING & STAFFING SERVICES
- EMERGENCY PREPAREDNESS & DISASTER RECOVERY
- COOPERATIVE ENERGY PURCHASING

You are here: Home > Fire Service Apparatus - FS12-15

GENERAL PURPOSE & EMERGENCY VEHICLES

- Section Contents
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- Fleet Services Equipment - FL03-15
- Buses - Transit & Shuttle, and Trams - BT01-14
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- Medium & Heavy Trucks & Truck Bodies - HT06-14
- Current Model Cars, Light Trucks & Police Motorcycles - VE11-15

Page Content

FIRE SERVICE APPARATUS - FS12-15

Contract No.: FS12-15

Effective Date: Dec 1, 2015 thru Nov 30, 2017

The table below shows base bid items only. Other configurations, options and accessories are available thru our contract. Please consult the appropriate contractor for a specific, written H-GAC contract price quote.

NOTE: Manufacturers and converters cannot sell direct in Texas. Texas Members should contact the in-state contractor/dealer for a quote. Members in other states should contact the manufacturer or converter if a dealer is not specified for their state.

Note: Contact information on the right side bar will be listed only after the Contractor has fully executed their contract.

- Blanchat Manufacturing
- Boise Mobile Equipment
- Custom Fire
- DACO
- Danko
- Darley
- Deep South
- Emergency One (E-One)
- Emergency Vehicles, Inc. (EVI)
- Ferrara
- Firematic
- HME
- KME
- Marion
- Maintainer Custom Bodies (MCB)
- Metro Fire Apparatus Specialists
- Midwest Fire
- Nevada Pacific Fire & Safety Inc.
- OshKosh
- Pierce
- Rosenbauer
- Rosenbauer Minnesota LLC
- Rosenbauer South Dakota LLC
- Seagrave
- Siddons-Martin
- Smeal
- Spartan ERV
- Sunbelt Fire, Inc.
- Super Vac
- Sutphen Corporatation (Sutphen)
- EE. Toyne
- U S Tanker
- Unruh Fire, Inc.
- Weis Fire & Safety Equipment Co.

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Emergency Vehicles, Inc. (EVI)

Contractors:
Emergency Vehicles, Inc. (Mfg.)

Product Code	Model & Description	Base Price
D. Special Service Apparatus (Walk-In & Non Walk-In Bodies) Multi-Use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
ID01	**Ford F-550 2-Door, Single Axle | 10' Non-Walk-In Rescue (Aluminum)**	**$ 174,852.00**
ID02	Ford F-550 2-Door, Single Axle | 12' Non-Walk-In Rescue (Aluminum)	$ 184,112.00
ID03	Ford F-550 4-Door, Single Axle | 12' Non-Walk-In Rescue (Aluminum)	$ 195,102.00
ID04	Ford F-550 2-Door, Single Axle | 12' Walk-In Rescue (Aluminum)	$ 216,428.00
ID05	Freightliner M2, 2-Door, Single Axle | 16' Non-Walk-In Rescue (Aluminum)	$ 296,662.00
ID06	International 4400, 2-Door, Single Axle | 16' Non-Walk-In Rescue (Aluminum)	$ 297,148.00
ID07	Freightliner M2, 4-Door, Single Axle | 16' Non-Walk-In Rescue (Aluminum)	$ 315,140.00
ID08	Freightliner M2, 2-Door, Single Axle | 16' Walk-In Rescue (Aluminum)	$ 319,404.00
ID09	International 4400, 2-Door, Single Axle | 16' Walk-In Rescue (Aluminum)	$ 320,460.00
ID10	Freightliner M2, 4-Door, Single Axle | 18' Walk-In Rescue (Aluminum)	$ 339,215.00
ID11	International 4400, 4-Door, Single Axle | 18' Walk-In Rescue (Aluminum)	$ 337,323.00
ID12	Freightliner M2, 2-Door, Single Axle | 18' Crew-Body Rescue (Aluminum)	$ 305,165.00
ID13	Freightliner M2, 2-Door, Single Axle | 18' Mobile Command Center (Aluminum)	$ 323,683.00
ID14	Custom, 4-Door Full Tilt, Single Axle | 21' Non-Walk-In Rescue (Aluminum)	$ 496,978.00
ID15	Custom, 4-Door Full Tilt, Single Axle | 21' Walk-In Rescue (Aluminum)	$ 454,516.00
ID18	Freightliner M2, 4-Door, Tandem Axle | 25' Walk-In Rescue (Aluminum)	$ 390,494.00

ID19	International 4400, 4-Door, Tandem Axle | 25' Walk-In Rescue (Aluminum)	$ 389,460.00
ID21	Freightliner M2, 2-Door, Tandem Axle | 30' Walk-In Command Center (Aluminum)	$ 625,723.00

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REQUEST FOR PROPOSALS

FINANCING OF PUBLIC SAFETY VEHICLE PURCHASE

RFP No. 16-02-14

The City of Miramar City Commission:

Mayor Wayne M. Messam
Vice Mayor Darline B. Riggs
Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne

Kathleen Woods-Richardson, City Manager

City of Miramar
2300 Civic Center Place
Miramar, FL 33025

DATE ISSUED: Thursday, February 04, 2016

CLOSING DATE: Tuesday, February 23, 2016 at 2:00 P.M. EST

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INTRODUCTION

INSTRUCTIONS FOR SUBMITTING A PROPOSAL IN RESPONSE TO A FORMAL REQUEST FOR PROPOSALS

Each Proposal submitted to the City of Miramar (the "City") will have the following information clearly marked on the face of the envelope:

a) Proposer's name and return address;

b) Solicitation number;

c) Solicitation Due Date and Time; and

d) Title of the Solicitation.

Failure to include this information may result in your Proposal being deemed "Non-Responsive" if the City determines that the Proposal resulted in prejudice to other Proposers. A Proposer shall have no grounds to protest should a Proposal that has failed to include the information described above be opened in error.

All Proposals must be submitted on 8 ½ inch by 11 inch paper, neatly typed on one side only, with one inch margins and single line spacing. The original document package must not be bound, although the document package copies should be individually bound. An unbound one-sided original and four bound copies **(a total of five)** and **one CD-ROM or USB with an electronic version** of the complete Proposal must be received by the deadline for receipt of Proposals specified in the Solicitation Timetable set forth below. The original and all copies must be in a sealed envelope or container setting forth the information listed in items a) through d) and submitted to:

OFFICE OF THE CITY CLERK
CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025

Proposals submitted at the same time for different Requests for Proposals ("RFP") shall be placed in separate envelopes and each envelope shall separately set forth the information listed in items a) through d) above. Failure to comply with this requirement shall result in any such incorrectly packaged Proposals not being considered.

NOTE: The RFP number must be stated clearly on the envelope or container containing the Proposal. All required forms must be completed by the Firm submitting the Proposal.

SUBMITTING A PROPOSAL TO THE OFFICE OF THE CITY CLERK ON OR BEFORE THE STATED DATE AND TIME OF:

Tuesday, February 23, 2016
AT 2:00 P.M. EST

IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE POSTAL SERVICE, OR DELAYS CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DEADLINE FOR RECEIPT OF PROPOSALS STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR PROPOSALS SHALL NOT BE OPENED AND SHALL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Hand-carried Proposals may be delivered to the above address during the City's regular business hours, Monday through Thursday, between the hours of 7:00 A.M. to 6:00 P.M., excluding holidays observed by the City, but not beyond the Due Date and Time. Proposers are solely responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required Services and/or provide the required Goods at the price stated by the Proposer.

SECTION 1
GENERAL TERMS AND CONDITIONS

1-1
DEFINITIONS

The term “Chief Procurement Officer” shall refer to the Director of the City’s Procurement Department.

The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.

The term "Contract" shall refer to the Contract or Contracts that may result from this Request for Proposals.

The terms “CBE Firm” or “SBE Firm” shall respectively refer to a County Business Enterprise (“CBE”) or Small Business Enterprise (“SBE”) as defined by Section 1-81.1(c) of the Code of Ordinances of Broward County, Florida, that has a Broward County Business Tax Receipt, is located and doing business in Broward County, and is certified as such by the Broward County Office of Economic Development and Small Business Development.

The term “Due Date and Time” shall refer to the due date and time listed in the Solicitation Timetable.

The term "Goods” shall refer to all materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Scope of Work or Services, and the Terms and Conditions of this Solicitation.

The term “Local Business” shall refer to a firm that has an office and is actively doing business within the City of Miramar, is domiciled within the City of Miramar City limits, and is in compliance with all City of Miramar licensing requirements and be current on all City taxes.

The term "Procurement Office" shall refer to the Procurement Department of the City of Miramar.

The term "Proposal" shall refer to any offer(s) submitted in response to this Request for Proposals.

The term “Proposal Forms” shall refer to any and all forms required to be completed by the Proposer in submitting a Proposal in response to this Solicitation.

The terms “Proposer” or the “Firm” shall refer to any person or entity submitting a Proposal in response to this Request for Proposals.

The terms "Provider" or "Successful Proposer" shall refer to the Proposer receiving an award as a result of this Request for Proposals.

The terms "Request for Proposals", “RFP” or “Solicitation” shall mean this Request for Proposals, including all Exhibits and Attachments as approved by the City, and amendments or change orders issued by the Procurement Department.

The term “Specifications” shall refer to any and all requirements set forth in this Solicitation relating to the Goods and/or Services to be provided by the Successful Proposer.

The term "Subcontractor" or “Subconsultant” shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

The terms "Work", "Services", “Program”, “Project”, or “Engagement” shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Work or Services, and the Terms and Conditions of this Solicitation.

1-2
AVAILABILITY OF REQUEST FOR PROPOSALS

Copies of this Solicitation package may be accessed on DemandStar at www.demandstar.com or by calling (800) 711-1712. DemandStar distributes the City’s solicitations through electronic download, by facsimile, or through the U.S. Postal Service. Proposers are **not** required to register with DemandStar to receive a copy of any City solicitation. Registration with DemandStar is optional, at the sole discretion of the Proposer. DemandStar charges a nominal fee for distribution of solicitation packages.

Proposers choosing to register with DemandStar may do so online at www.demandstar.com or by requesting a faxed registration form by calling (800) 711-1712. **Note: If you are already registered with DemandStar for Broward County, you do NOT need to register again.**

Proposers who obtain copies of this Solicitation from sources other than DemandStar or the City’s Procurement Department run the risk of not receiving amendments to the Solicitation because their names will not be included on the list of Firms participating in the process for this particular Solicitation. Such Proposers are solely responsible for those risks.

1-3
CONE OF SILENCE

Proposers are notified that this Solicitation is subject to a “Cone of Silence.” Pursuant to Section 2-421 of the City Code of Ordinances (“Code”), “Cone of Silence” is defined to mean a prohibition on any communication regarding this RFP between a potential contractor, service provider, bidder, proposer, offeror, lobbyist, or consultant

and the City's personnel, including but not limited to the City Manager, a member of the City's professional staff, or any member of the selection committee. Notwithstanding the foregoing, this Cone of Silence does not apply to oral communications at pre-proposal conferences; oral presentations before evaluation committees; Contract negotiations; public presentations made to the City Commission during any duly noticed public meeting; or communications in writing at any time with any City employee, official, or member of the City Commission regarding matters not concerning this Solicitation.

The Cone of Silence shall terminate at the time the City Manager or her designee makes a recommendation to the City Commission at a duly scheduled meeting of the City Commission; provided, however, that if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent recommendation.

1-4
INTERPRETATIONS AND REPRESENTATIONS

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery in accordance with Section 1-7 below. Any interpretation will be made only by an addendum. Failure on the part of the prospective Proposer to receive a written interpretation before the submission deadline will not be grounds for withdrawal of a Proposal. Proposer will acknowledge receipt of each addendum issued by stating so in his/her Proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a Contract to a Proposer shall be binding. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any addenda issued. Where there appears to be a conflict between this Solicitation and any addenda issued, the last addendum issued will prevail. See also Section 1-5 below.

1-5
RECEIPT OF ADDENDA AND SUBSTITUTE PROPOSAL FORMS

It is the Proposer's responsibility to ensure receipt of all addenda and to substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all addenda have been received.

All inquiries regarding this Proposal must be written and should be ***emailed*** to:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL33025
Natalie Richmond
Procurement Analyst
Phone: (954) 602-3196
Fax: (954) 602-4357

narichmond@miramarfl.gov

OR

Luz Bartra
Procurement Specialist
Phone: (954) 602-3065
Fax: (954) 602-3631
lmbartra@miramarfl.gov

1-6

PRE-PROPOSAL CONFERENCE

No pre-Proposal conference will be held**. Please submit all questions in writing by Monday, February 15, 2016 at 12:00 P.M. to the contact persons listed above.**

1-7
CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Provider.

2) The Proposer is advised that this Solicitation is subject to all legal requirements and all other applicable City and county ordinances and/or state and federal statutes, rules and regulations.

b) Additional Information/Amendment.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Office at the address identified above, pursuant to Sections 1-4 and 1-5 above. A request must be received by the Procurement Office no later than seven working days prior to the Solicitation Due Date and Time. Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address, and telephone number.

2) The Procurement Office may issue a response to any inquiry if it deems necessary, by written amendment in the form of an addendum to the Solicitation, which shall be issued prior to the Solicitation Due Date and Time. The Proposer shall not rely on any representation, statement

or explanation other than those made in this Solicitation document or in any amendments/addenda issued.

3) It is the Proposer's sole responsibility to ensure receipt of all amendments/addenda and substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all amendments/addenda have been received. Proposers shall submit the Proposal form entitled "**ADDENDA ACKNOWLEDGMENT FORM**" with their Proposals.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

Where there appears to be a conflict in the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Proposer to verify the Due Date and Time by calling the City's Procurement Office at (954) 602-3054.

1-8
PREPARATION AND SUBMISSION OF A PROPOSAL

a) Preparation/Submission

1) The Proposal Forms shall be used when submitting a Proposal. Use of any other forms may result in the Proposer's Proposal being deemed "Non-Responsive."

2) The Proposal shall either be typed or completed legibly in ink. The Proposer's authorized agent shall sign the Proposal Forms in ink and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or the failure to comply with any of the foregoing may result in the rejection of the Proposal.

3) Upon request, the City will provide a tax exemption certificate, if applicable. Any special tax requirements will be specified either in the Special Conditions or in the Specifications.

4) Telegraphic or facsimile Proposals shall not be considered.

5) The apparent silence of the Specifications, and any amendment regarding any details, or the omission from the Specifications of a detailed description concerning any materials or Services requested, shall be regarded and interpreted as meaning that only the best

commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the Specifications shall be made upon the basis of this Solicitation.

b) Criminal Conviction Disclosure

Any individual Proposer who has been convicted of a felony during the past 10 years and any corporation, partnership, joint venture or other legal entity Proposer having an officer, director, member/manager or executive who has been convicted of a felony during the past 10 years shall disclose this information prior to entering into a Contract with or receiving funding from the City. Forms for the disclosure of such a criminal conviction are available from the Procurement Office.

c) Sworn Statement on Public Entity Crimes

Pursuant to Paragraph (2)(a) of Section 287.133, Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

d) Preference for Local Bidders

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any bid or five points of any Proposal score to a Local Business. Such preference shall apply to bids or Proposals for commodities, Services and construction.

e) Preference for Businesses Employing Miramar Residents

A vendor located outside of the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if it employs a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20 percent of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to bids or Proposals for commodities, Services and construction.

f) Preference for CBE or SBE Firms

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall

grant a preference in the amount of five percent of any bid or five points of any Proposal score to a CBE or SBE Firm. Such preference shall apply to bids or Proposals for commodities, Services and construction.

g) Application of Preferences

In the application of any price preference granted by the City Code or City policy, the preference is applied by granting the specified percent price reduction to the price of the bidder/Proposer allowed the preference. Preferences shall be additive and computed as a whole on the bid or Proposal.

h) Drug-free Workplace Preference

All public bids or Proposals are subject to the City of Miramar Preference to Businesses with Drug-free Workplace Programs as set forth in Section 2-456(d) of the City's Code. The City grants a preference to a business with a drug-free workplace program whenever two or more Proposals are equal with respect to price, quality, and Services. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and all other applicable state law. All Proposers shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**".

i) Anti-Kickback Affidavit

All Proposers shall submit the duly signed and notarized form entitled "**ANTI-KICKBACK AFFIDAVIT**".

j) Non-Collusion Declaration

All Proposers shall affirm that they have not and shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which their Proposal has been submitted, or to refrain from offering a Proposal in connection with such Service; or, in any manner, directly or indirectly, been sought by another person to fix the price or prices in the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Proposer, or any person interested in the proposed Services. All Proposers shall submit the duly signed form entitled "**NON-COLLUSION DECLARATION**".

k) Non-Discrimination Affidavit

All Proposers shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Proposers shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws, and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental

disability, political affiliation or any other factor that cannot lawfully be used as a basis for Service delivery. All Proposers shall submit the duly signed and notarized form entitled "**NON-DISCRIMINATION AFFIDAVIT**".

l) Business/Vendor Profile Survey

All Proposers shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

m) Request for Taxpayer Identification Number and Certification

All Proposers shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

n) Antitrust Laws

By submitting a signed Proposal, the Successful Proposer acknowledges compliance with all antitrust laws of the United States and the State of Florida in order to protect the public from restraint of trade, which illegally increases prices.

o) Conflicts of Interest

The award of a Contract is subject to the provisions of Chapter 112, Florida Statutes. Proposers shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time of the Proposal or at the time of an occurrence of a conflict of interest.

p) Collection of Fees and Taxes

By accepting the award of a Contract, the Successful Proposer acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Proposer for the award of any Contract.

1-9
MODIFICATION OR WITHDRAWAL OF A PROPOSAL

a) Modification of a Proposal

Any modification of a Proposal by the Proposer shall be submitted to the Office of the City Clerk prior to the Solicitation Due Date and Time. The Proposer shall submit the new Proposal and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal supersedes the previously submitted Proposal. The sealed envelope or container shall contain the same information as required for submitting the

original Proposal. In addition, the envelope or container shall be marked with a statement that "This Proposal Replaces the Previously Submitted Proposal." No modifications of a Proposal shall be accepted after the Solicitation Due Date and Time.

b) Withdrawal of a Proposal

A Proposal may be withdrawn at any time prior to the Solicitation Due Date and Time. A Proposal may also be withdrawn 180 or more calendar days after the Solicitation Due Date and Time, provided that the Proposal is withdrawn prior to a recommendation for the award of a Contract is made. Withdrawals may only be made by written communication delivered to the Office of the City Clerk at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

1-10
LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Proposals received after the Solicitation Due Date and Time will not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date and Time will also not be accepted or considered. Withdrawals of Proposals received after the Solicitation Due Date and Time or prior to the expiration of 180 calendar days after the Solicitation Due Date and Time will not be accepted or considered.

1-11
SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all Proposals, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation or in the Proposals received as a result of this Solicitation.

1-12
COST OF PROPOSALS

All expenses involved with the preparation and submission of Proposals to the City, or any Services provided in connection therewith, shall be borne by the Proposer(s). No payment shall be made for any responses received or for any other effort required of or made by the Proposer(s) prior to the provision of Services as defined by a contract duly approved by the City Commission.

1-13
ORAL PRESENTATIONS

The City may require Proposers to perform an oral presentation in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Evaluation/Selection

Committee or the City Commission. If required, the City shall notify Proposers with as much advance notice as possible prior to the date of such a presentation.

1-14
EXCEPTIONS TO THE SOLICITATION

Proposers may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken shall be submitted in writing by the date for the deadline for questions.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception and/or the acceptability of the proposed exceptions.

The City is under no obligation to accept or consider any exceptions or accept any Proposal with an exception. Proposers are reminded that they may submit one Proposal without exceptions and an alternate Proposal with exceptions.

1-15
PROPRIETARY AND/ OR CONFIDENTIAL INFORMATION

Proposers are notified that all information submitted as part of or in support of Proposals will be available for public inspection after opening of the Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the “Public Records Law”. Any person wishing to view the Proposals in person may make an appointment by calling the Procurement Office at (954) 602-3054.

All Proposals submitted in response to this Solicitation become the property of the City. Unless the City is notified and acknowledges that the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Proposal when determined to be in the City’s best interest. Acceptance or rejection of any Proposal shall not nullify the City’s rights hereunder.

1-16
EVALUATION OF PROPOSALS

a) Rejection of Proposal.

1) The City may reject any Proposer's Proposal and award the Contract to the next highest evaluation scoring, responsive, responsible Proposer;

or

The City may reject the entire or any portion of all Proposals submitted and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the City. The City shall be the sole judge of what is in its "best interest."

2) The City may reject any Proposal if the Proposer does not accept or attempts to modify the terms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency.

1) A Proposal shall only be considered from a Firm that is regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. Proposers must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the Goods and/or Services if awarded the Contract as a result of this Solicitation.

2) The City may conduct a pre-award inspection of the Proposer's site or hold a pre-award qualification hearing to determine if the Proposer possesses the requirement(s) as outlined in the above paragraph and is capable of performing the requirement(s) of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Proposer, including past performance (experience) with the City or any other governmental entity in making the award of a Contract.

3) The City may require the Proposer to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.

4) The City reserves the right to audit all records, financial or otherwise, pertaining to and resulting from any award as a result of this Solicitation.

1-17
NEGOTIATIONS

The City may award a Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best efforts. The City, in its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluation scoring, responsive, responsible Proposer and whose Proposal is most advantageous to the City. Should the City and that Proposer fail to reach agreement on a mutually acceptable Contract, the City shall have the right to terminate

Contract negotiations and to negotiate same with the next highest evaluation scoring, responsive, responsible Proposer. No Proposer shall have any rights against the City arising from such negotiations until a Contract acceptable to the City has been awarded and executed.

To assure full understanding of and responsiveness to the Solicitation requirements and full understanding of qualified Proposals or offers, discussions may be conducted with qualified Proposers or offerors who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of and responsiveness to the Solicitation requirements. The respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining best and final Proposals or offers.

1-18
RIGHT TO APPEAL AWARD RECOMMENDATION

After a notice of intent to award a Contract is posted, any actual or prospective bidder/Proposer who is aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the Chief Procurement Officer. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and accompanying fee is received by the Chief Procurement Officer.

A nonrefundable filing fee from protester is required to compensate the City for the expenses of administering the protest. The fee shall be in the form of cash or a cashier's check, and in accordance with the schedule set forth below:

Contract Award	**Amount Filing Fee**
$10,000-$50,000	$500.00
$50,001-$250,000	$1,000.00
$250,001 and greater	1% of the pending award or $5,000.00, whichever is greater

1-19
RESULTING CONTRACTOR OBLIGATIONS

a) Rules, Regulations, Licensing, and Other Requirements

The Proposer shall comply with all laws and regulations applicable to the Goods and/or Services requested in this Solicitation. The Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Goods and/or Services offered.

b) Condition of Packaging and Packaging Materials

If applicable, and unless otherwise specified in the Special Conditions or Specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

1-20
REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

All Contracts with the City for the purchase of supplies, materials, or Services, including professional Services that involve the expenditure of $25,000.00 or more, shall require that the Proposer submits with its Proposal a list of all first-tier Subcontractors or Subconsultants who will provide any part of the Contract Services and all suppliers who will provide materials for the Contract Services directly to the Successful Proposer. In addition, the Successful Proposer shall not change or substitute Subcontractors, Subconsultants or suppliers from those listed in the Proposal, except upon written approval of the City.

All Proposers shall submit the completed Proposal form entitled "**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS**" with their Proposal(s). **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE PROPOSAL "NON-RESPONSIVE"**.

SECTION 2
SPECIFIC TERMS AND CONDITIONS

2-1
PURPOSE: TO ESTABLISH AN AGREEMENT FOR FINANCING FOR FIRE-RESCUE VEHICLES.

The purpose of this Solicitation is to obtain tax-exempt financing for the acquisition of five vehicles for use by the City's Fire-Rescue Department. The vehicles will be acquired through a lease-purchase agreement using piggyback pricing from the Florida Sherriff's Association and Houston Galveston Area competitive bid contracts.

The City is requesting Proposals from experienced individual(s), group(s), or company(ies), hereinafter referred to as the "Proposer", to provide the Services for the City.

2-2
SOLICITATION TIMETABLE

The anticipated schedule* for this Solicitation and the award of the Contract shall be as follows:

Milestone	**Timeframe**
RFP Issuance……	February 4, 2016
Deadline for Clarification Questions ……	Monday, February 15, 2016 at 12:00 P.M.
Proposals Due to City……	**Tuesday, February 23, 2016 at 2:00 PM EST**
Final Ranking of Proposers	TBA
Contract Negotiations	TBA
Award of RFP and Contract by City Commission	TBA

***Dates in this schedule occurring after the Proposal Due Date and Time may be amended by the City in its sole discretion, and no rights shall inure to any Proposer due to such amendment.**

2-3
TERM OF CONTRACT

The term of the Contract resulting from this Solicitation shall be for a period agreed upon by the City and Proposing party. The contract shall be effective upon the date signed by both parties, or if provided, the commencement date specified in the Contract, and may be evidenced in writing as a modification to the Contract executed and signed by the City and Proposer.

2-4
METHOD OF AWARD

The award of any Contract resulting from this Solicitation will be made to the highest evaluation ranking, responsive, responsible Proposer. An Evaluation Committee will rank the Proposals in numerical order from the most advantageous to the City to the lowest, taking into consideration price and the other evaluation factors set forth in this Solicitation.

2-5
METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED

The Successful Proposer(s) shall submit fully documented invoices within 30 calendar days after Services have been rendered. These invoices shall be submitted to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the appropriate Contract number, the type of Service(s) provided, and the dates or period that the Service(s) were provided in the prior 30 days.

2-6
CONTENTS OF PROPOSAL

The contents of the Proposal shall be as required by this RFP, including the information required in **Section 3** below.

2-7
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Successful Proposer understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Successful Proposer agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

2-8
ACCEPTANCE OF SERVICES BY THE CITY

The Services shall be performed by the Provider consistent with the highest professional standards. Any Services not provided as required shall be corrected by the Provider to the extent possible at no cost to the City.

2-9
SOLICITATION POINT OF CONTACT

For any additional information regarding the Scope of Services and requirements of this Solicitation, contact the Procurement Office at:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Natalie Richmond
Procurement Analyst
Phone: (954) 602-3196
Fax: (954) 602-4573
narichmond@miramarfl.gov

OR

Luz Bartra
Procurement Specialist
Phone: (954) 602-3065
Fax: (954) 602-3631
lmbartra@miramarfl.gov

2-10
INSURANCE

The Successful Proposer shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

Minimum Limits of Insurance – The Successful Proposer shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: $1,000,000 Combined Single Limit per occurrence, property damage and medical expense $10,000, personal injury and advertising injury liability $1,000,000; products and completed operations policy aggregate $2,000,000 and general aggregate $2,000,000.

2. Employer's Liability: $1,000,000 per accident for bodily injury by accident or disease.

3. Workers' Compensation: Statutory.

Required Insurance Endorsements - The City requires the following insurance endorsements:

1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.

2. WAIVERS OF SUBROGATION – The Successful Proposer shall agree to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:

a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Proposer or the Proposer's employees, agents or Subcontractors; and

b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Proposer.

This waiver shall apply to all first party property, equipment, vehicle and workers compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Proposer shall agree to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Proposer shall further agree to hold harmless and indemnify the City for any loss or expense incurred as a result of Proposer's failure to obtain such waivers of subrogation from Proposer's insurers.

No Contract shall be deemed approved until the Proposer has obtained all required insurance and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Proposer's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to the Contract.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Proposer's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Proposer shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

2-11
AUDIT AND INSPECTION RIGHTS

The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by the Successful Proposer under the Contract, audit, or cause to be audited, those books and records of the Successful Proposer which are related to the Successful Proposer's performance under the Contract. The Successful Proposer shall agree to maintain all such books and records at its principal place of business for a period of three years after final payment is made under the Contract.

The City may, at reasonable times during the term of the Contract, perform such inspections as the City deems reasonably necessary to determine whether the Services and/or Work required to be provided by the Successful Proposer under the Contract conform to the terms of the Contract. The Successful Proposer shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

2-12
AMENDMENTS AND ASSIGNMENT

No modification, amendment or alteration of the terms and conditions contained in the Contract shall be effective unless contained in a written document executed with the same formality as the Contract.

The Successful Proposer shall not transfer or assign the performance of Services called for in the Contract without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

2-13
GOVERNING LAW AND VENUE

The Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to the Contract shall be in Broward County, Florida.

2-14
NON-DISCRIMINATION

The Successful Proposer shall represent and warrant to the City that the Successful Proposer does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with the Successful Proposer's performance under the Contract on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. The Successful Proposer shall further covenant that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of the Contract.

2-15
PUBLIC RECORDS

The Successful Proposer and its Subcontractors shall understand that the public shall have access, at all reasonable times, to all documents and information pertaining

to City contracts, subject to the provisions of Chapter 119, Florida Statutes and U.S. Treasury Department guidelines, and shall agree to allow access by the City and the public to all documents subject to disclosure under applicable law. The Successful Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Contract by the City. The Subcontractors will be provided a copy of the Contract to facilitate compliance with state and federal guidelines.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with the Contract shall remain the property of City. In the event of termination of the Contract by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, the Successful Proposer or Subcontractor, whether finished or unfinished, shall become the property of City and shall be delivered by the Successful Proposer to the City Manager, at no cost to the City, within seven days of termination of the Contract. All such records stored electronically by the Successful Proposer shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of the Contract, the Successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure, EXCEPT for records that are necessary to meet the U.S. Treasury Department record retention guidelines for tax exempt borrowing and the Post Issuance Compliance Policy of the City. Any compensation due to the Successful Proposer shall be withheld until all documents are received as provided herein. The Successful Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Contract by the City.

2-16
MISCELLANEOUS

a. The Successful Proposer shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

b. Precautions shall be exercised at all times for the protection of persons and property. The Successful Proposer and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of the Contract. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by the Successful Proposer responsible for the same.

c. The Successful Proposer understands and agrees that any information, document, report or any other material whatsoever which is given to the Successful Proposer by the City, or which is otherwise obtained or prepared by the Successful Proposer pursuant to or under the terms of the Contract, shall at all times remain the property of the City. The Successful Proposer agrees not to use any such information, document, report or material for any other purpose

whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

d. The Successful Proposer shall represent and warrant to the City that it has not employed or retained any person or company employed by the City to solicit or secure the Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of the Contract. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Contract without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

e. The Successful Proposer shall understand that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Successful Proposer shall agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

SECTION 3
SCOPE OF SERVICES AND SPECIAL REQUIREMENTS; PROPOSAL EVALUATION AND CRITERIA; CONTENT OF PROPOSAL

3-1
PURPOSE AND INTENT OF REQUEST FOR PROPOSALS

The City is seeking Proposals for the financing of the acquisition of five public safety vehicles through a lease-purchase agreement, for use by the City Fire-Rescue Department. More specifically, the City is seeking a qualified firm to provide tax-exempt financing in the amount of $2,235,000 (+ or – 10%) for the lease-purchase acquisition of the following vehicles:

- One 2016 Quint on Typhoon Chassis;
- One 2016 Pumper on Typhoon Chassis;
- Two 2016 Advanced Life Support Rescue Vehicles; and
- One 2017 Ford F-550 Supervisory Emergency Response Vehicle ("SERV") with related operating communication equipment. ?

The vehicles will be acquired using piggyback pricing from the Florida Sheriff's Association and the Houston Galveston Area competitive bid contracts.

3-2
CITY BACKGROUND

The City is a growing municipality approximately 2.5 miles wide (north to south) and 14 miles long (east to west), located in southeast Florida, approximately halfway between Miami and Fort Lauderdale. The City's Fire Rescue Department was established in 1956 and has since then been providing basic life support (BLS) and advanced life support (ALS) to visitors and citizens of the City. The City has experienced unprecedented growth over the past few years, increasing its population from 115,605 in 2009 to 130,288 in 2015, and has a diversified mix in population demographics.

3-3
PROJECT BACKGROUND

The City uses its Vehicle Replace Program to monitor and track vehicles in the City's Public Safety Fleet that have reached the end of their lifecycle. Purchase of replacement vehicles are considered in the annual budget. For Fiscal Year 2016, the City is replacing one 1995 E-One Fire Truck, one 1998 E-One Fire Ladder truck, two ALS Rescue Ambulances (1999 and 2000) and one Ford F-250 SERV. The City will be replacing these vehicles with the following five new emergency vehicles:

- One 2016 Quint and one Pumper, both on typhoon Chassis, from Hall Mark RTC in the total amount of $1,387,100.00.
  - Delivery will be F.O.B. customer location and will be made approximately 240 calendar days after receipt of purchase order.
  - Terms of payment shall be net 30 at delivery or lease purchase.
  - No pre-payments.

- Two ALS Rescue Vehicles from ETR, LLC in the total amount of $678,334.00
  - Estimated delivery will be 180 days after receipt of purchase order.
  - Payment-due upon delivery.
  - No pre-payments.

- One F-550 SERV from EVI, Inc. in the total amount of $166,529.00
  - Estimated delivery will approximately 120-140 working days from receipt of chassis.
  - Terms of payment shall be net 30 days from date of completion.
  - Pre-payment-chassis portion of $44,515.00 payable upon receipt of chassis at EVI factory.

3-4
SCOPE OF SERVICES

The Successful Proposal shall:

1. Provide financing option to the City with a bank qualified fixed interest rate for the total of the entire purchase for a period of five years (interest rates must be provided with four decimal places).

2. Provide financing option to the City with non-bank qualified fixed interest rate for the total of the entire purchase for a period of five years (interest rates must be provided with four decimal places).

3. Provide financing option to the City with a bank qualified fixed interest rate for the total of the entire purchase for a period of seven years (interest rates must be provided with four decimal places).

4. Provide financing option to the City with non-bank qualified fixed interest rate for the total of the entire purchase for a period of seven years (interest rates must be provided with four decimal places).

5. Provide financing option to the City with bank qualified fixed interest rate for the total of the entire purchase for a period of ten years (interest rates must be provided with four decimal places).

6. Provide financing option to the City with non-bank qualified fixed interest rate for the total of the entire purchase for a period of ten years (interest rates must be provided with four decimal places).

7. Provide an amortization schedule for each term for each qualified and non-qualified schedule.

8. Provide a Preferred Payment Schedule in quarterly arrears for each term for qualified and non-qualified schedule.

9. Provide financing that is subject to the City's budget appropriation.

10. Provide an offer that will be available for a minimum of 45 (forty-five) days from response due date.

11. Provide specific details on Prepayment Options (Allowed / Not Allowed).

12. Provide specific details on Escrow Funding Requirement, if applicable. The City prefers not to have an escrow account.

13. Provide specific details on Document Fee, if applicable.

FAILURE TO PROVIDE A SCHEDULE FOR ALL TERMS REQUESTED ABOVE MAY DEEM YOUR PROPOSAL NON-RESPONSIVE.

3-5
MINIMUM REQUIREMENTS OF PROPOSING COMPANY

At a minimum, the Proposer shall:

1. Have been in business for five years.
2. Have provided financing for other government entities similar in size to the City of Miramar in the past three years.

3-6
MANAGEMENT AND PERSONNEL

Include the following information in the Proposal:

1. Profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:

    a. Age and size of the firm and local office.
    b. Location of the office where the work on this Project is to be performed.
    c. Number and nature of the staff to be assigned to this Project on a full time basis (resumes are preferred).
    d. Number and nature of staff to be assigned to this Project on a part time basis (resumes are preferred).

2. Identify the supervisory and management staff who will be assigned to the Project and indicate whether each holds any certifications and licenses

applicable to the proposed Project. Provide resumes for each person that will be assigned to this Project.

3. Provide a detailed description of the nature and status of any pending or completed litigation, claims made, investigations and or sanctions by the SEC, MSRB or other similar entities, contract disputes or defaults and liens arising in regard to your company's performance of any services or current or former members of your firm arising (during the tenure at your firm) within the last three years prior to the Due Date of this RFP. If Subcontractors or Subconsultants are utilized, provide similar information for the Subcontractors/Subconsultants.

4. Provide at least five client references for which the Project team/firm has provided similar services and example deliverables (if allowed), along with contact information. Reference for other government agencies are preferred (See Proposer References Form, Section 6).

5. Proposer must be operating as the same business entity for a minimum of five years and have been successful in the business of providing this type of financial service continuously for a minimum of five years.

3-7
SILENCE OF SCOPE OF SERVICES

The apparent silence of the foregoing Scope of Services as to any detail or omission from it as to a detailed description concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of this Scope of Services shall be made upon the basis of this statement.

3-8
PROPOSAL EVALUATION AND CRITERIA

Following the closing of this Solicitation, the Proposals will be evaluated by a selection committee appointed by the Chief Procurement Officer. The selection committee may be comprised of any combination of City staff, consultants, or other non-City persons, all of whom have the appropriate experience and knowledge relating to the Services sought by this Solicitation, while striving to ensure a well-balanced committee.

The selection committee will evaluate and rank the Proposals received in numerical order from the most advantageous to the City to the lowest, taking into consideration price and the other evaluation factors set on the basis of the criteria below. The committee shall reserve the right to require oral presentations from one or more of the Proposers, either before or after the initial ranking, and shall have the option to short-list and re-rank after the receipt of additional information from such presentations, follow-up questions and answers, on-site Proposer demonstrations (to include module and/or functionality demonstrations, technical demonstrations, service presentation and other due diligence), completed reference checks or site visits. After the final ranking, again based on the criteria set forth below, Contract negotiations will be commenced with the highest evaluation ranked, responsive, responsible Proposer

and whose Proposal will be the most advantageous to the City. Should the City and such Proposer fail to reach agreement on a mutually acceptable Contract, the City shall have the right to terminate negotiations and to negotiate with the next highest ranked firm, and to continue following this process until a mutually acceptable Contract is reached. Once a mutually acceptable Contract is reached, the City Commission will then be asked to approve the award of the RFP and the successfully negotiated Contract.

The resulting Contract shall contain requirements, terms and conditions consistent with this Solicitation, along with any modifications which the City, in its sole discretion, may require or accept. The final Contract may include but not necessarily be limited to terms and conditions related to the Scope of Services; initial term and optional renewal terms; compensation; payments; City's audit and inspection rights; public records; compliance with federal, state and local laws; certificates of competency, if applicable; indemnification of the City; the City's sovereign immunity protection; Proposer default; City termination rights; insurance requirements; non-discrimination; assignment limitations; notices; and Proposer's independent contractor status.

No rights shall inure to the benefit of any Proposer pursuant to this Solicitation until the Contract is approved by the City Commission and has been executed by both parties.

Evaluation Categories

A. Total Cost / Fee Structure

B. References

C. Acceptance of City Budget/Appropriation Conditions

D. Lease Term

E. Interest Rate

F. Escrow Funding Requirement

G. City Local Preference

H. CBE/SBE Preference

3-9
CONTENT OF PROPOSAL

Proposal Format

To facilitate the analysis of responses to this RFP, Proposers are required to prepare their Proposals in accordance with the instructions outlined in this section. **Proposers must respond in full to all RFP sections and follow the indicated RFP format (section numbering, and similar matters) in their Proposal. Failure to follow these instructions may result in rejection of the Proposal.**

For each question asked in the RFP, Proposers shall provide in their Proposals the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. All parts, pages, figures, and tables should be numbered and labeled clearly. The Proposal should be organized as follows:

Tab	Title
-	Proposal Signature Form
1	Executive Summary
2	Experience and Expertise
3	Resources and Methodology
4	References checks with other clients
5	Proposer Background Information
6	Exceptions and Deviations
7	Other Required Forms and Attachments
8	Cost Proposal
9	Addenda
10	Affidavits and Acknowledgements

Instructions relative to each part of the Proposal are set forth in the remainder of this section.

Costs for the Proposer's recommendation(s) should be submitted on the Proposal Pricing Forms provided. Costs should include the complete costs for the solution, including travel and operating costs. Use additional pages as needed. See "Cost Proposal" below.

TAB 1: Executive Summary

This part of the response to the RFP should be limited to a brief narrative, not to exceed two pages, describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.

Minimal Qualifications

- Be licensed to do business in the State of Florida..
- Have been in business for a minimum of five years.

TAB 2: Experience and Expertise

Proposers must provide information about their firm so that the City can evaluate the Proposers' stability and ability to support the commitments set forth in the Proposal. Following is the information that Providers should include in this section:

1. The firm's background, including a brief description (e.g., past history, present status, future plans, company size and related matters) and organizational charts.

2. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn and Bradstreet report as part of the Proposal.

3. If the Proposers is proposing to use a Subcontractor on this Project, please provide background information on the Subcontractor, Provider relationship with that firm and the specific Services and/or products that the Subcontractor will be providing on the Project. A complete list of Subcontractors is required. The City has the right to approve all Subcontractors of the Provider at any time, and receive copies on any agreements or contracts with the Subcontractors. Contractors and Subcontractors are expected to also act as fiduciaries of the City.

4. Include names of representatives, professional/work background and qualifications, with titles and areas of expertise, who will be directly responsible for this Project.

5. Describe the expertise of your staff/contractors in performing the types of Services requested in this RFP.

TAB 3: Resources and Methodology

1. Adequacy of amount of quality resources assigned to the Project.

2. Overall approach to Project.

3. Consideration of Services provided and approach to meeting goals and deadlines.

4. Description of Services provided and approach to meeting goals and deadlines.

TAB 4: References checks with other clients

Submit five public-entity accounts comparable in size and nature to Miramar, written within the last three years that will qualify the Proposer to handle the City's requirements.

TAB 5: Proposer Background Information

The Provider must respond to the Provider Information Questionnaires in Section 4 of this RFP.

TAB 6: Exceptions and Deviations

If the Proposer finds it impossible or impractical to adhere to any portion of this Scope of Services and all attachments, it shall be so stated in its Proposal, with all deviations grouped together in a separate section entitled "Exceptions/Deviations from Proposal Requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation from adherence to specific RFP sections. Objections or deviations expressed only in other parts of the Proposal, either directly or by implication, will not be accepted as deviations, and the Proposer in

submitting a Proposal will accept this stipulation without recourse. Also see the provisions of Section 1-12 above. Providers taking exceptions do so at their own risk.

TAB 7: Other Required Forms and Attachments

Place all other forms that have not been identified as associated with another tab, including attached questionnaire, under this tab. This should include any Contract forms desired for consideration as part of the Contract.

TAB 8: Cost Proposal

Costs/Revenues for the Proposer's recommendation(s) should be submitted on the Price Proposal Sheet Forms provided at Section 5 below. The Proposer shall provide price information for each separate component of the proposed Services.

In the event the Goods or Services are provided at no additional cost, the item should be noted as "no charge", or words to that effect.

In the event the Goods or Services are not being included in the Proposal, the item should be noted as "No Bid".

Proposers shall provide all pricing/revenue alternatives in these cost sheets.

Proposers shall provide prices in U.S. dollars.

Proposers shall provide the rationale and basis of calculation of all fees.

Proposers shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

The City prefers that Proposers provide separate prices for each item in the proposed solution. However, the Proposer is also encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to the City. Prices shall be guaranteed for the entire term of the Contract.

The City reserves the right to pursue direct purchase of all items and Services proposed, as well as to obtain independent financing.

TAB 9: Addenda

Include all original, signed copies of addenda in this section.

TAB 10: Affidavits and Acknowledgements.

The following forms are attached at Section 5 below and shall be completed and provided as part of this Proposal. FAILURE TO COMPLETE, SIGN AND RETURN THESE FORMS MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE".

FORM CHECKLIST:

1) ___ PROPOSAL COVER SHEET AND SIGNATURE FORM

2) ___ PRICE PROPOSAL SHEET

3) ___ ADDENDA ACKNOWLEDGEMENT FORM

4) ___ PROPOSER INFORMATION FORM

5) ___ PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

6) ___ DRUG-FREE WORKPLACE AFFIDAVIT

7) ___ ANTI-KICKBACK AFFIDAVIT

8) ___ NON-COLLUSIVE AFFIDAVIT

9) ___ NON-DISCRIMINATION AFFIDAVIT

10) ___ BUSINESS/VENDOR PROFILE SURVEY

11) ___ EXCEPTIONS AND DEVIATIONS FORM

SECTION 4
SUBMITTAL FORM
PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 16-02-14 (Pre-Tab1)

PROPOSER'S NAME (Name of firm, entity, or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name: Title:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE:

(_____) _____

FAX:

(_____) _____

PROPOSER'S ORGANIZATION STRUCTURE:

EMAIL _____

_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (explain): _____

IF CORPORATION:

Date Incorporated/Organized: _____

State of Incorporation/Organization: _____

States registered in as foreign Corporation: _____

PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION:

LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT:

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.

Signed by: _____ Date: _____

Print name: _____ Title: _____

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

PRICE PROPOSAL SHEET (Tab 10)

COST OR PRICING DATA FOR PRICE PROPOSAL

Proposers shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Proposal, reflecting Cost Realism, including all information other than Cost and Pricing Data, and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts, that as of the date of submission of the Proposal, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Proposer's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) "Cost Realism" shall mean that the costs in Proposer's Proposal: (1) are realistic for the Services to be provided; (2) reflect a clear understanding of the requirements; and (3) are consistent with the various elements of the Proposer's Proposal.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any fee or profit applicable.

PRICE PROPOSAL SHEET (Tab 10) (CONT.)

Each Proposer must attach Cost Proposals for the requirements in Section 3-3. Failure to provide a response to all the requirements in section 3-3 including all three terms, qualified and non-qualified, may deem your proposal non-responsive. The City reserves the right to select the price most advantageous to the City.

Taxpayer Identification Number (TIN)_____

PROPOSER:_____
(Company Name)

_____
(Signature)

_____

_____
(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR RESPONSE "NON-RESPONSIVE"

ADDENDA ACKNOWLEDGEMENT FORM (Tab 10a)

Addendum #	Date Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PROPOSER: _____
(Company Name)

_____
(Signature)

_____
(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

PROPOSER INFORMATION FORM (Tab 10b)

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

(1) How many years has your organization been in business under your present business name?

_____ years

(2) State of Florida occupational license type and number: _____

(3) County (state county) Business Tax Receipt type and number: _____

(4) City of Miramar Business Tax Receipt type and number: _____

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

(5) Describe experience providing Services and or commodities for similar (government) organizations:

_____

_____

_____

_____

_____

(6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?

_____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

PROPOSER INFORMATION FORM (CONTINUED)

(7) Please list five Government contract references:

A) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

E-mail: _____

B) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Email: _____

C) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

E-mail: _____

D) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

E-mail: _____

E) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

E-mail: _____

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Tab 10c)

Please list all Subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE or SME Firms. Please specify the category for each Subcontractor or supplier.

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (CONTINUED) (Tab 10c)

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10d)

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Vendor's Signature

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

ANTI-KICKBACK AFFIDAVIT (Tab 10e)

STATE OF FLORIDA }
} ss:
COUNTY OF BROWARD }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and _____ or its Contractors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20___.

_____
Notary Public
State of Florida at Large

My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-COLLUSIVE AFFIDAVIT (Tab 10f)

State of)
) ss:
County of)

I, _____, the undersigned authority, being first duly sworn, deposes and says that:

a) He/she is the (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Service; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Services;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10f)

Signed, sealed and delivered
in the presence of:

_____ By:_____
Witness

_____ _____
Witness (Printed Name)

_____
(Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10f)

ACKNOWLEDGMENT

State of)

) ss:

County of)

BEFORE ME, the undersigned authority, personally appeared _____, to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this _____ day of _____ , 20___.

_____
Notary Public
State of Florida at Large

My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-DISCRIMINATION AFFIDAVIT (Tab 10g)

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20_____.

_____
Notary Public
State of Florida at Large

My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

BUSINESS/VENDOR PROFILE SURVEY (Tab 10h)

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- ❑ **CONSTRUCTION SERVICES -** Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.

- ❑ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES -** Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.

- ❑ **PROFESSIONAL SERVICES -** Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.

- ❑ **BUSINESS SERVICES -** Involves any services that are labor intensive and not a construction related or professional service.

- ❑ **COMMODITIES -** Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.

- ❑ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
  Business is claiming the CBE/SBE Preference; YES____ NO _____

  Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

  Business is claiming local Business Preference YES _____ NO _____
  (Choose below as applicable)

- ❑ A **Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. **Proof of Miramar residents employed will be required prior to AWARD.**

- ❑ Business is domiciled within the City of Miramar city limits, complies with all City of Miramar licensing requirements and is current on all taxes.

FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

Exceptions and Deviations Form (Tab 10i)

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. **Exceptions must be fully explained using a chart in the form of the chart set forth on the bottom portion of this page**. The City reserves the right to reject any Proposal for noncompliance with one or more of the requirements.

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION

_____

Proposer's Signature

FAILURE TO SUBMIT ALL INFORMATION RESPONSIVE TO THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

SECTION 4
SUBMITTAL FORM
PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 16-02-14 (Pre-Tab1)

PROPOSER'S NAME (Name of firm, entity, or organization):
U.S. Bancorp Government Leasing and Finance, Inc.

FEDERAL EMPLOYER IDENTIFICATION NUMBER:
45-3798148

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name: Denise Beauchamp Title: Vice President

MAILING ADDRESS:

Street Address: 3643 Spyglass Ct.

City, State, Zip: Green Cove Springs, FL 32043

TELEPHONE:
(904) 284-3520

FAX:
(800) 317-8946

EMAIL denise.beauchamp@usbank.com

PROPOSER'S ORGANIZATION STRUCTURE:

✓ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture ____ Other (explain):

IF CORPORATION:

Date Incorporated/Organized: 1853

State of Incorporation/Organization: MN

States registered in as foreign Corporation: All States except MN

PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION:

Full service banking, FL public depository.

LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT:

None

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.

Signed by: Denise Beauchamp Date: February 17, 2016

Print name: Denise Beauchamp Title: Vice President

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

Tab 1

Executive Summary

2015 Third Quarter Profile

usbank

Third Quarter 2015 Performance

Ranking	U.S. Bank is the fifth largest U.S. commercial bank
Period-end assets	$410 billion
Period-end deposits	$295 billion
Period-end loans	$255 billion
Earnings per common share (diluted)	$0.81
Return on average assets	1.44%
Return on average common equity	14.1%
Customers	15.5 million
Bank branches	3,191
ATMs	5,001
NYSE symbol	USB
Year founded	1863

U.S. Bank **Upgraded** by Fitch Ratings

In October, Fitch Ratings concluded a periodic review of large regional banks. As a result of this review, USB's holding company and bank-level long-term debt ratings were upgraded by one notch to AA from AA- and USB's long-term deposit rating was upgraded to AA+ from AA. USB has the highest Fitch ratings across its peer group and is now the highest rated bank globally by Fitch, tied with Royal Bank of Canada.

Fitch stated that "the upgrade of USB's ratings is reflective of an institution that for several years now has set itself apart from peer institutions due to a number of competitive advantages and a strong operating culture. This has led to better earnings and credit performance than nearly all peer banks over multiple operating cycles, and Fitch believes USB is taking steps to extend its advantages compared to peer institutions."

usbancorp

Total Assets and Market Value

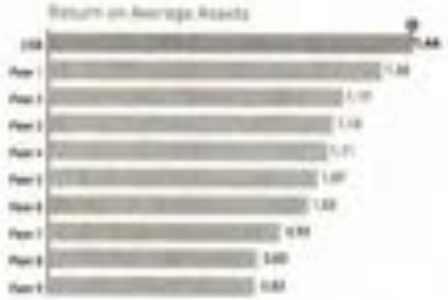
3Q15

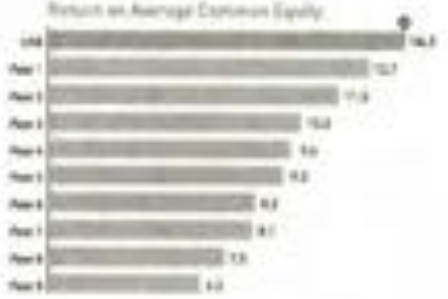
Assets U.S. Rank	Company	$Billions	Market Value U.S. Rank	Company	$Billions
1	JP Morgan	2,417	1	Wells Fargo	277
2	Bank of America	2,153	2	JP Morgan	238
3	Citigroup	1,809	3	Bank of America	168
4	Wells Fargo	1,751	4	Citigroup	157
5	U.S. Bancorp	424	5	U.S. Bancorp	72
6	PNC	362	6	PNC	46
7	BBT	209	7	BBT	24
8	SunTrust	187	8	SunTrust	21
9	Fifth Third	142	9	Fifth Third	15
10	Regions	126	10	Regions	13

Sources: company reports & FactSet
Assets as of September 30, 2015. Market Value as of October 23, 2015

Outperforming Our Peers

3Q15 (in Percentage)





Sources: SNL and company reports
Peer names: BAC, BBT, FITB, JPM, KEY, PNC, RF (3Y grouped)

People, potential and purpose intersect in our four powerful **lines of business.**

Revenue mix by business line

3Q 2015. FTE basis-equivalent basis, excluding securities gains (losses) net
Revenue percentages exclude Treasury and Corporate Support

Debt ratings

	Moody's	S&P	Fitch	DBRS
Ratings Outlook	Stable	Stable	Stable	Stable
U.S. Bancorp				
Long-Term Senior Debt	A1	A+	AA	AA
U.S. Bank N.A.				
Long-Term Deposits	Aa1	AA-*	AA+	AA (high)

*S&P does not provide a deposit rating, the long-term issuer credit rating is shown.
As of 10/23/15

U.S. Bancorp Business Scope — Diversified Business and Markets

Investment and insurance products are

NOT A DEPOSIT	NOT FDIC INSURED
NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY	
MAY LOSE VALUE	NOT BANK GUARANTEED

For U.S. Bank:
Deposit Products offered by U.S. Bank National Association. Member FDIC.

Credit products are offered by U.S. Bank National Association and subject to normal credit approval.

U.S. Bancorp, including each of our subsidiaries, is an Equal Opportunity Employer and a Drug-Free Workplace.

The factual information provided has been obtained from sources believed to be reliable, but is not guaranteed as to accuracy or completeness.

U.S. Bank is not responsible for and does not guarantee the products, services or performance of U.S. Bancorp Investments.

U.S. Bancorp is not affiliated with other organizations mentioned.

For U.S. Bancorp Investments:

Investment products and services are available through U.S. Bancorp Investments, the marketing name for U.S. Bancorp Investments, Inc., member FINRA and SIPC, an investment adviser and a brokerage subsidiary of U.S. Bancorp and affiliate of U.S. Bank.

Insurance products are available through various affiliated non-bank insurance agencies, which are U.S. Bancorp subsidiaries. Products may not be available in all states. CA Insurance License # 0E24641.

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Investments, Inc.

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Foreign Profit Corporation

U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.

Filing Information

Document Number	F12000000892
FEI/EIN Number	453798148
Date Filed	02/03/2012
State	MN
Status	ACTIVE

Principal Address

800 NICOLLET MALL
BC-MN-H210
MINNEAPOLIS, MN 55402

Mailing Address

800 NICOLLET MALL
BC-MN-H210
MINNEAPOLIS, MN 55402

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title AS

LARSON, MELISSA
800 NICOLLET MALL
MINNEAPOLIS, MN 55402

Title D

Kinsella, John P
800 NICOLLET MALL
MINNEAPOLIS, MN 55402

Title D

MAGLIETTA, SALVATORE J

461 FIFTH AVENUE, 16TH FLOOR
NEW YORK, NY 10017

Title President, CEO, Treasurer, Secretary

FRISCH, PAUL
13010 SW 68TH PKWY #100
PORTLAND, OR 97223

Title D

FRISCH, PAUL
13010 SW 68TH PKWY #100
PORTLAND, OR 97223

Title VP

LIETZ, CHARLES D
13010 SW 68TH PKWY #100
PORTLAND, OR 97223

Annual Reports

Report Year	Filed Date
2013	01/04/2013

Document Images

01/04/2013 -- ANNUAL REPORT	View image in PDF format
02/03/2012 -- Foreign Profit	View image in PDF format

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State of Florida, Department of State

Tab 2

Experience and Expertise

U.S. Bancorp Fact Sheet

U.S. Bancorp information as of September 30, 2015
Ratings information: Current as of December 11, 2015

U.S. Bancorp Third Quarter 2015 Financial Results Announced Oct. 15, 2015

U.S. Bancorp Chairman, President and Chief Executive Officer Richard K. Davis said, "I am proud of the financial performance our 67,000 employees delivered in the third quarter. Because of their hard work and dedication, we are operating from a position of strength as we grow revenue, manage expenses, seek to exceed customer expectations, and create value for shareholders in a demanding marketplace.

"Overall, our actions to generate growth in our balance sheet and revenues, combined with our deliberate efforts to optimize our expense management initiatives, resulted in a solid quarter and put us on a positive forward-looking trajectory. As U.S. Bancorp pursues its vision for the future, we are focused on sustainable growth. We continue to make prudent long-term investments to protect our industry leading competitive positions and help our customers build financially secure futures."

Highlights for the third quarter of 2015 included:

- Record diluted EPS of $0.81, return on average assets of 1.44 percent, average common equity of 14.1 percent and efficiency ratio of 53.9 percent
- Growth in average total loans of 1.3 percent on a linked quarter basis and 3.8 percent over the third quarter of 2014 (excluding student loans, which were transferred to held for sale at the end of the first quarter of 2015 and returned to held for investment on September 1, 2015)
- Net interest income growth of 2.7 percent year-over-year and 1.8 percent linked quarter
- Positive trends in payments-related fee revenue including year-over-year increases in credit and debit card revenue of 7.2 percent and merchant processing services of 8.5 percent (excluding the impact of foreign currency rate changes)
- 80 percent of earnings returned to shareholders through dividends and share buybacks in the third quarter

USB Capital Position

	3Q15 USB
Common equity tier 1 capital ratio*	9.6%
Tier 1 capital ratio*	11.1%
Total risk-based capital ratio*	13.1%
Leverage ratio*	9.3%
Tangible common equity to tangible assets	7.7%

Common equity tier 1 capital to risk-weighted assets estimated for the Basel III fully implemented standardized approach of 9.2 percent and for the Basel III fully implemented advanced approaches of 12.4 percent

*Calculated under the Basel III transitional standardized approach

Third Quarter 2015 Performance

Ranking	U.S. Bank is the 5th largest U.S. commercial bank
Period-end assets	$414 billion
Period-end deposits	$295 billion
Period-end loans	$290 billion
Customers	18.5 million
Bank branches	3,151
ATMs	5,001
NYSE symbol	USB

Revenue Mix by Business Line

- Payment Services
- Wealth Management and Securities Services
- Wholesale Banking and Commercial Real Estate
- Consumer and Small Business Banking

YTD Q3 2015 taxable-equivalent basis, excluding securities gains (losses) net

Revenue percentages exclude Treasury and Corporate Support

U.S. Bancorp Business Scope

Regional

Consumer & Business Banking and Wealth Management

National

Wholesale Banking and Wealth Management & Securities Services

International

Payments and Securities Services

Investment and insurance products are:

NOT A DEPOSIT	NOT FDIC INSURED	MAY LOSE VALUE	NOT BANK GUARANTEED
NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY			

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Long Term Issuer Credit Rating Definitions

S&P	Moody's	Fitch	DBRS
AAA	Aaa	AAA	AAA
AA+	Aa1	AA+	AAH
AA	Aa2	AA	AA
AA-	Aa3	AA-	AAL
A+	A1	A+	AH
A	A2	A	A
A-	A3	A-	AL
BBB+	Baa1	BBB+	BBBH
BBB	Baa2	BBB	BBB
BBB-	Baa3	BBB-	BBBL
BB+	Ba1	BB+	BBH
BB	Ba2	BB	BB
BB-	Ba3	BB-	BBL
B+	B1	B+	BH
B	B2	B	B
B-	B3	B-	BL
CCC+	Caa1	CCC+	CCCH
CCC	Caa2	CCC	CCC
CCC-	Caa3	CCC-	CCCL
CC	Ca	CC	CCH
C	C	C	CC
D		DDD	CCL
		DD	CH
		D	C
			CL
			D

↑ Investment grade

↓ Below investment grade

U.S. Bancorp Ratings

Moody's	=	**A1**
S&P	=	**A+**
Fitch	=	**AA**
DBRS	=	**AA**

The senior unsecured debt ratings established for U.S. Bancorp by Moody's, Standard and Poor's, Fitch, and Dominion Bond Rating Service reflect the rating agencies' recognition of the strong, consistent financial performance of the company and the quality of the balance sheet.

Long Term Senior Debt Ratings

Holding Company: Peer Group

Ratings as of 12/11/15

	Moody's		S&P		Fitch		DBRS	
	Rating	Outlook	Rating	Outlook	Rating	Outlook	Rating	Outlook
1 U.S. Bancorp	A1	s	A+	s	AA	s	AA	s
2 Wells Fargo & Co.	A2	s	A	s	AA-	s	AA	s
3 BB&T Corp.	A2	s	A-	s	A+	s	AH	s
4 JPMorgan Chase & Co.	A3	s	A-	s	A+	s	AH	s
5 PNC Financial Services	A3	s	A-	s	A+	s	AH	s
6 Bank of America Corp.	Baa1	s	BBB+	s	A	s	AL	up
7 Fifth Third Bancorp	Baa1	s	BBB+	s	A	s	AL	s
8 SunTrust Banks, Inc.	Baa1	s	BBB+	s	A-	s	AL	s
9 KeyCorp	Baa1	wn	BBB+	on	A-	on	BBBH	s
10 Regions Financial Corp.	Baa3	s	BBB	s	BBB	s	BBB	s

Holding Company: Others

Ratings as of 12/11/15

	Moody's		S&P		Fitch		DBRS	
	Rating	Outlook	Rating	Outlook	Rating	Outlook	Rating	Outlook
1 Bank of New York Mellon	A1	s	A	s	AA-	s	AAL	s
2 Northern Trust Corp.	A2	s	A+	s	AA-	s	AAL	s
3 State Street Corp.	A2	s	A	s	AA-	s	AAL	s
4 Comerica Inc.	A3	s	A-	on	A	s	A	s
5 M&T Bank Corp.	A3	s	BBB+	s	A	s	AL	s
6 Citigroup Inc.	Baa1	s	A-	wn	A	s	AL	s
7 Huntington Bancshares Inc.	Baa1	s	BBB	up	A-	s	BBBH	s
8 Zions Bancorporation	Ba1	up	BBB-	s	BBB-	s	BBBL	s

Long Term Bank Deposits

Bank Level: Peer Group

Ratings as of 12/11/15

	Moody's		S&P*		Fitch		DBRS	
	Rating	Outlook	Rating	Outlook	Rating	Outlook	Rating	Outlook
1 U.S. Bank NA	Aa1	s	AA-	s	AA-	s	AAH	s
2 Wells Fargo Bank NA	Aa1	s	AA-	s	AA-	s	AAH	s
3 BB&T Bank	Aa1	s	A	s	AA-	s	AAL	s
4 JPMorgan Chase NA	Aa2	s	A+	s	AA	s	AAL	s
5 PNC Bank NA	Aa2	s	A	s	AA-	s	AAL	s
6 Fifth Third Bank	Aa3	s	A-	s	A+	s	A	s
7 KeyBank NA	Aa3	wn	A-	on	A	on	AL	s
8 Bank of America NA	A1	s	A	up	AA-	s	A	up
9 SunTrust Bank	A1	s	A-	s	A	up	A	s
10 Regions Bank	A3	s	BBB+	s	BBB+	s	BBBH	s

Bank Level: Others

Ratings as of 12/11/15

	Moody's		S&P*		Fitch		DBRS	
	Rating	Outlook	Rating	Outlook	Rating	Outlook	Rating	Outlook
1 Bank of New York Mellon	Aa1	s	AA-	s	AA-	s	AA	s
2 State Street	Aa2	s	AA-	s	AA-	s	AA	s
3 Northern Trust Co.	Aa2	s	AA-	s	AA	s	AA	s
4 M&T	Aa2	s	A	on	A+	s	A	s
5 Comerica Bank	Aa3	s	A	on	A+	s	AH	s
6 Huntington National Bank	Aa3	s	BBB+	up	A	s	AL	s
7 Citibank NA	A1	s	A	wp	AA-	s	A	s
8 Zions First National	Baa1	up	BBB	s	BBB	s	BBB	s

up = outlook positive
on = outlook negative
s = outlook stable
wu = watch uncertain
wn = watch negative
wp = watch positive
Accurate as of 12/11/15
*S&P does not provide a deposit rating; the long term issuer credit rating is shown.

Deposit Products offered by U.S. Bank National Association. Member FDIC.

U.S. Bancorp, including each of our subsidiaries, is an Equal Opportunity Employer and a Drug-Free Workplace.

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To learn more about how Government Leasing and Finance can assist your organization, contact:

Name: Denise Beauchamp
Phone: (904) 284-3520
denise.beauchamp@usbank.com

All of **us** serving you

usbank.com

Member FDIC

U.S. BANCORP GOVERNMENT LEASING AND FINANCE

Financing for state and local governments and non-profits

At U.S. Bancorp Government Leasing and Finance Group, we specialize in products designed to finance projects, equipment and technology for municipalities and non-profit organizations. We can help your organization overcome tight budgets, with a simple process to acquire new capital equipment. We offer solutions to help you manage cash flow with tailored payment plans and flexible terms that make sense.

- Direct access to capital, innovative structures and competitive pricing.
- Our specialists serve as your single point of contact and provide unsurpassed industry experience and depth of knowledge.
- Our business is built on long-term relationships and personalized service.

Product offerings

- Tax-exempt Installment Purchase Agreements
- Tax-exempt Lease Purchase
- FMV leases (taxable)
- Conduit Issues
- Industrial Development Bonds

Market segments

- State and local governments
- K-12 public schools
- Higher education
- Non-profit 501(c)3 organizations

Types of assets financed

- IT hardware and software
- Telecommunications
- Medical equipment – imaging, radiology, robotics, EMR
- Aircraft, ambulances, fire trucks
- Energy management
- Water storage and metering
- Construction equipment
- Parking meters
- And other essential use assets

Why U.S. Bancorp?

U.S. Bancorp Equipment Finance is one of the largest equipment finance providers in the nation. For over 40 years, we've proudly served as a major funding source for companies in virtually every industry sector nationwide. As a subsidiary of U.S. Bancorp, U.S. Bank is the fifth largest commercial bank in the nation. We provide the financial strength and stability your company deserves.

usbancorp

All applications are subject to credit approval. Other conditions and restrictions may apply.

BIOGRAPHY

Denise Beauchamp

Denise Beauchamp is currently the Vice President of U.S. Bancorp Government Leasing and Finance, a subsidiary of U.S. Bank. She joined U.S. Bank in 2011 and is responsible for business development in the Eastern US.

Denise has over 20 years experience in public finance. Prior to U.S. Bank, she was the Southeast Region Manager for Key Government Finance. She joined Key in 2008 and supported the Cisco vendor relationship for State, Local and Education customers in the South, Gulf States and Mid Atlantic regions.

Denise was previously the Senior Vice President of Leasing and Government Finance at Popular Leasing, a subsidiary of Banco Popular North America. Prior to Popular, she was with the Kislak National Bank headquartered in Miami Lakes, Florida which was acquired by Banco Popular in 2005. Denise established and managed the government leasing and finance unit for Kislak/Popular. She also held various positions as a commercial lender, asset manager and credit manager with the bank and the leasing division at SunTrust.

Denise is a member of ELFA (Equipment Leasing and Finance Association) and currently chairs the Public Sector Finance Committee. She was also a board member and past Chairperson of the AGLF (Association for Governmental Leasing and Finance). Denise has previously been a member of the GFOA (Government Finance Officers Association) and the various Florida chapters of the GFOA. She received her BA and MBA degree from the University of Central Florida, Orlando. She spent seven years as an adjunct accounting instructor for Florida Metropolitan University and taught governmental accounting and principles of accounting at both the graduate and undergraduate level.

BIOGRAPHY

Chris Jones

Chris is Senior Vice President of U.S. Bancorp Government Leasing and Finance. He joined US Bank in 2010, establishing the Government Leasing and Finance group, to provide financing solutions to municipal and non-profit issuers.

He has nearly 20 years of government financing experience working in various sales and operations roles at Key Government Finance, Sutro & Co. and EVEREN Securities.

Chris currently serves on the Board of Directors of the Association of Government Leasing and Finance and is a member of the Equipment Leasing and Finance Public Sector Finance Committee. He is a graduate of Colorado State University with a Bachelor of Science degree in Economics.

Regina Eckendorf

Regina Eckendorf is the Vice President of Operations for U.S. Bancorp Equipment Finance, Inc. She has over fifteen years of experience supporting sales and managing the operation teams responsible for creating, preparing and negotiating documents, closing and funding transactions and working with the back office groups to get transactions booked.

Just prior to joining U.S. Bancorp, she was the Municipal Operations Manager for Key Government Finance. Regina holds a Bachelor of Science in Business Administration degree from John Carroll University.

Neal Hoffman

Neal Hoffman is the Senior Vice President, Credit Manager of Public Finance for US Bank Government Leasing and Finance Group. He has over 20 years of experience in underwriting, credit analysis and audit and is responsible for managing and analyzing investment opportunities of tax exempt lease transactions for state and local governments.

Neal began his career in public accounting performing financial audits before transitioning into commercial finance where he was responsible for the credit, underwriting and structuring of various loans and leases. Neal is a CPA and received his Bachelor of Science degree in Accounting from the University of Arizona.

Neal has had extensive experience in public accounting, commercial finance, and public finance prior to joining US Bank in May 2011. Immediately prior to joining US Bank, Neal worked at Koch Financial Corporation where he was responsible for all credit and underwriting functions as it related to their public finance group.

Tab 3

Resources and Methodology

U.S. Bancorp Government Leasing and Finance (USBGLF) is a team of sales, credit and operations professionals to assist you throughout the financing process. Our team remains your point of contact for the duration of the contract. We have the highest customer service ratings in the industry.

To begin the financing process, we will need a completed essential use application (attached) and a link to your 3 most recent CAFRs. Once the credit approval process is complete, populated documents will be emailed to your designated point of contact. Once the documents are completed and returned, a no fee escrow account will be funded when the lease agreement closes. We have several investment options for you to choose between for the investment of your escrowed proceeds. Please see attached document which discusses the escrow disbursement process.

usbancorp

Government Leasing and Finance, Inc.
Application for Equipment Lease

Legal Name of Lessee (Applicant) | Tax ID # | Web address (if, applicable)

Address | City | State | Zip

Person(s) to Contact for Clarification Regarding Project

Name | Title | Phone

Email | Fax

Person(s) authorized to sign the financing document

Name of authorized signer | Title | Phone

Name of person who will attest the document | Title | Phone

Obligations / Economics

Bank Qualified ☐ Non-Bank Qualified ☐
Are the Applicant's obligations bank qualified (i.e., expected to issue less than $10 Million in tax-exempt financing this calendar year)?

Moody's Investors Service | Standard & Poor's | Fitch
Please list the Applicant's current underlying bond rating from the rating agencies listed above (if applicable)

Yes ☐ No ☐
Has the Applicant ever defaulted or non-appropriated on an obligation?

If Yes,
Please explain

Demographic Information

Please provide the following demographic information (please attach any applicable demographic statistics)

Approx square mile | Population | Increasing or Decreasing Population?
Cities, Towns and Counties

If Decreasing,
Please explain

Educational Applicants Only

Enrollment | Increasing or Decreasing Enrollment?
Please also answer the above question regarding the resident city

If Decreasing,
Please explain

Elementary | Middle | High School | Other
How many schools make up the district (please list the number and type of each school)?

THIS DOCUMENT IS NOT A COMMITMENT OR AN OFFER TO PROVIDE FINANCING

Exhibit A

usbancorp

EQUIPMENT FINANCE

Government Leasing and Finance
Essential Use Form

Purchase Description (please be specific and attach any applicable equipment lists or invoices available) Est. Equipment Delivery Date

Are any of the Lease Proceeds for reimbursement of prior purchases? If yes, has a Reimbursement Resolution been approved by the Governing Body?

Yes ☐ No ☐
Is the Equipment replacing existing equipment?

If Yes,
Please state how long you have currently used the Equipment **and** the reason you are replacing the Equipment

What will the Applicant do with the old equipment that is being replaced?

If No,
Please state the reason additional equipment is needed

What will the Applicant do with the old equipment that is being replaced?

Please describe in detail the following (please be specific)

What will the Equipment be used for?

Describe the essential nature of the equipment financed

List the specific department that will be the primary user of the Equipment

Lease Payments

Yes ☐ No ☐
Will the lease payments be made from Applicant's General Fund?

If No,
From which Special Fund will the lease payments be made?

Yes ☐ No ☐
Will any federal grant or loan monies be used? If so, please describe

Yes ☐ No ☐
Has the first payment been appropriated?

Terms and Conditions

Total Cost of Equipment | Advance payment | Amount to Finance

Term (in years) | Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Frequency (choose one)

Advance ☐ Arrears ☐
Remittance (choose one) | Equipment Delivery Date

Insurance Company Name or indicate Self Insured | Amount of Liability Insurance | Amount of Property Damage Insurance

The undersigned hereby certifies that all the information in the above Application for Equipment Lease and Essential Use Form is true, complete and correct.

Applicable Signature

Title **Date**

THIS DOCUMENT IS NOT A COMMITMENT OR AN OFFER TO PROVIDE FINANCING

Exhibit A

Escrow Disbursement Process

- Provide an executed Exhibit 3 Requisition Request – which should include
  - Invoice(s) to be paid
  - Vendor(s) payment information – i.e. wire instructions or address to send check
  - In cases of reimbursements – provide proof of vendor(s) payments
- Provide all information above via email in PDF form and then send originals, or just send originals in the mail. We can start the process from the PDF so we don't have to wait for the originals to get here. We will just need the originals for our files.
- All disbursement requests received prior to 2pm MT will get processed and sent to the escrow agent for disbursement on the same day. The escrow agent then has 48 hours to get payment out to the vendor(s). If a same day turn-around is needed to pay vendor(s) we can try to make it happen but we cannot guarantee it.
- All disbursements received after 2pm MT will be processed the next business day.
- Once a deal funds into escrow – we cannot disburse from that account for a minimum of 24 hours; i.e. if we fund into escrow on Monday September 2, 2015, we cannot pay any vendors until the next business day.
- If a deal funds into escrow AFTER 2pm MT we *may not* be able to access those funds for 48 hours due to investment deadlines. Some investment funds have a deadline of noon MT, so if the deal funds after that, we cannot invest the money until the next business day, and therefore the funds will not be available to disburse for 24 hours after that.
- It is important that we know and understand what your disbursement schedule is so we can get all payments processed in an easy and expedient manner.

usbancorp
Government Leasing and Finance, Inc.

TAB 4

References:

Putnam County School District, FL
Rhonda D. Odom, Chief Financial Officer
Palatka, FL 32177
Phone: (386) 329-0513

City of Lakeland, FL
Mike Brossart, Assistant Finance Director
Phone: (863) 834-6200

City of Cape Coral, FL
Laura Tanner, Treasury Manager
Phone: (239) 574-0494

City of Riviera Beach, FL
Pam Daley, Purchasing Manager
Phone: (561) 845-4180

Broward County Sheriff's Office, FL
Stephen Muffler, Assistant General Counsel
Phone: (954) 831-8917

Audited Financial Statement Link:

http://phx.corporate-ir.net/phoenix.zhtml?c=117565&p=irol-reportsannual

http://phx.corporate-ir.net/phoenix.zhtml?c=117565&p=irol-quarterlyearnings

Tab 5

Proposer Background Information

Included as required in Tab 10

TAB 6

Exceptions and Deviations Form (Tab 10i)

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. **Exceptions must be fully explained using a chart in the form of the chart set forth on the bottom portion of this page.** The City reserves the right to reject any Proposal for noncompliance with one or more of the requirements.

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION

Proposer's Signature

FAILURE TO SUBMIT ALL INFORMATION RESPONSIVE TO THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

Tab 7

Other Required Forms and Attachments

Sample lease purchase documents available on request.

Tab 8

Cost Proposal

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All of us serving you

Government Leasing and Finance

February 17, 2016

City of Miramar, FL

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). **This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.**

Customer:	**City of Miramar**						
Lessor:	**U.S. Bancorp Government Leasing and Finance, Inc.**						
PROPERTY:	**Public Safety Vehicles**						
EXPIRATION:	**April 11, 2016**						
LEASE QUOTE:	**Amount**	**Rate**	**Payments**	**Factor**	**Pmts / Year**	**Term**	**Adv. / Arr.**
BQ or NBQ	**2,235,000.00**	**1.3910%**	**115,875.26**	**0.0518458**	**4**	**60 Months**	**Arrears**
BQ or NBQ	**2,235,000.00**	**1.5990%**	**84,531.22**	**0.0378216**	**4**	**84 Months**	**Arrears**
BQ or NBQ	**2,235,000.00**	**1.833%**	**61,279.87**	**0.0274183**	**4**	**120 Months**	**Arrears**

Amortization Schedules: Attached, all assume 3/30/2016 closing/funding date.

Escrow Account: Funds will be deposited into a no fee U.S. Bank N.A. escrow account at closing.

Legal Opinions: If an individual funding amount (lease schedule) is over $5 million, a tax opinion will be required from nationally recognized "Red Book" bond counsel. A validity opinion from the City Attorney will be required for all lease schedules.

Prepayment Option: Permitted on any payment date at the lower of a standard make whole provision or 103% of outstanding balance.

The financing will be structured as a Tax-Exempt Master Lease/Purchase Agreement and secured by a covenant to return the equipment in the event of a non-appropriation or default. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Borrower pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Borrower within a reasonable time and in form and substance acceptable to Borrower, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Borrower. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel. If you would like to proceed, please complete the Essential Use Application and return along with a link to your 3 most recent Comprehensive Annual Financial Reports.

Thank you for the opportunity to present this proposal. Other financing options are available on request.

Sincerely,

Denise Beauchamp
Vice President
Direct (904) 264-3520
denise.beauchamp@usbank.com

usbancorp

All of us serving you

Government Leasing and Finance

5 year amortization

	Totals	2,317,505.28	2,235,000.00	82,505.28
Pay #	Date	Payment	Principal	Interest
1	30-Jun-2016	115,875.26	108,103.05	7,772.21
2	30-Sep-2016	115,875.26	108,478.98	7,396.28
3	30-Dec-2016	115,875.26	108,856.22	7,019.05
4	30-Mar-2017	115,875.26	109,234.76	6,640.50
5	30-Jun-2017	115,875.26	109,614.63	6,260.64
6	30-Sep-2017	115,875.26	109,995.81	5,879.45
7	30-Dec-2017	115,875.26	110,378.32	5,496.94
8	30-Mar-2018	115,875.26	110,762.16	5,113.10
9	30-Jun-2018	115,875.26	111,147.34	4,727.93
10	30-Sep-2018	115,875.26	111,533.85	4,341.41
11	30-Dec-2018	115,875.26	111,921.71	3,953.55
12	30-Mar-2019	115,875.26	112,310.92	3,564.34
13	30-Jun-2019	115,875.26	112,701.48	3,173.78
14	30-Sep-2019	115,875.26	113,093.40	2,781.86
15	30-Dec-2019	115,875.26	113,486.68	2,388.58
16	30-Mar-2020	115,875.26	113,881.33	1,993.93
17	30-Jun-2020	115,875.26	114,277.35	1,597.91
18	30-Sep-2020	115,875.26	114,674.75	1,200.51
19	30-Dec-2020	115,875.26	115,073.54	801.73
20	30-Mar-2021	115,875.26	115,473.70	401.56

usbancorp

All of us serving your

Government Leasing and Finance

7 year amortization

	Totals	2,366,874.28	2,235,000.00	131,874.28
Pay #	Date	Payment	Principal	Interest
1	30-Jun-2016	84,531.22	75,596.81	8,934.41
2	30-Sep-2016	84,531.22	75,899.01	8,632.21
3	30-Dec-2016	84,531.22	76,202.42	8,328.81
4	30-Mar-2017	84,531.22	76,507.04	8,024.19
5	30-Jun-2017	84,531.22	76,812.87	7,718.35
6	30-Sep-2017	84,531.22	77,119.93	7,411.29
7	30-Dec-2017	84,531.22	77,428.22	7,103.01
8	30-Mar-2018	84,531.22	77,737.74	6,793.49
9	30-Jun-2018	84,531.22	78,048.49	6,482.73
10	30-Sep-2018	84,531.22	78,360.49	6,170.73
11	30-Dec-2018	84,531.22	78,673.74	5,857.48
12	30-Mar-2019	84,531.22	78,988.24	5,542.99
13	30-Jun-2019	84,531.22	79,303.99	5,227.23
14	30-Sep-2019	84,531.22	79,621.01	4,910.21
15	30-Dec-2019	84,531.22	79,939.30	4,591.93
16	30-Mar-2020	84,531.22	80,258.85	4,272.37
17	30-Jun-2020	84,531.22	80,579.69	3,951.54
18	30-Sep-2020	84,531.22	80,901.81	3,629.42
19	30-Dec-2020	84,531.22	81,225.21	3,306.01
20	30-Mar-2021	84,531.22	81,549.91	2,981.32
21	30-Jun-2021	84,531.22	81,875.90	2,655.32
22	30-Sep-2021	84,531.22	82,203.20	2,328.02
23	30-Dec-2021	84,531.22	82,531.81	1,999.41
24	30-Mar-2022	84,531.22	82,861.73	1,669.49
25	30-Jun-2022	84,531.22	83,192.97	1,338.25
26	30-Sep-2022	84,531.22	83,525.53	1,005.69
27	30-Dec-2022	84,531.22	83,859.43	671.80
28	30-Mar-2023	84,531.22	84,194.66	336.57

10 year amortization

	Totals	2,451,194.81	2,235,000.00	216,194.81
Pay #	**Date**	**Payment**	**Principal**	**Interest**
1	30-Jun-2016	61,279.87	51,037.98	10,241.89
2	30-Sep-2016	61,279.87	51,271.86	10,008.01
3	30-Dec-2016	61,279.87	51,506.82	9,773.05
4	30-Mar-2017	61,279.87	51,742.85	9,537.02
5	30-Jun-2017	61,279.87	51,979.96	9,299.91
6	30-Sep-2017	61,279.87	52,218.16	9,061.71
7	30-Dec-2017	61,279.87	52,457.45	8,822.42
8	30-Mar-2018	61,279.87	52,697.83	8,582.04
9	30-Jun-2018	61,279.87	52,939.32	8,340.55
10	30-Sep-2018	61,279.87	53,181.92	8,097.95
11	30-Dec-2018	61,279.87	53,425.62	7,854.25
12	30-Mar-2019	61,279.87	53,670.44	7,609.43
13	30-Jun-2019	61,279.87	53,916.39	7,363.48
14	30-Sep-2019	61,279.87	54,163.46	7,116.41
15	30-Dec-2019	61,279.87	54,411.67	6,868.20
16	30-Mar-2020	61,279.87	54,661.01	6,618.86
17	30-Jun-2020	61,279.87	54,911.49	6,368.38
18	30-Sep-2020	61,279.87	55,163.12	6,116.75
19	30-Dec-2020	61,279.87	55,415.91	5,863.96
20	30-Mar-2021	61,279.87	55,669.85	5,610.02
21	30-Jun-2021	61,279.87	55,924.96	5,354.91
22	30-Sep-2021	61,279.87	56,181.23	5,098.64
23	30-Dec-2021	61,279.87	56,438.68	4,841.19
24	30-Mar-2022	61,279.87	56,697.32	4,582.56
25	30-Jun-2022	61,279.87	56,957.13	4,322.74
26	30-Sep-2022	61,279.87	57,218.14	4,061.73
27	30-Dec-2022	61,279.87	57,480.34	3,799.53
28	30-Mar-2023	61,279.87	57,743.74	3,536.13
29	30-Jun-2023	61,279.87	58,008.35	3,271.52
30	30-Sep-2023	61,279.87	58,274.18	3,005.69
31	30-Dec-2023	61,279.87	58,541.22	2,738.65
32	30-Mar-2024	61,279.87	58,809.48	2,470.39
33	30-Jun-2024	61,279.87	59,078.98	2,200.89
34	30-Sep-2024	61,279.87	59,349.71	1,930.16
35	30-Dec-2024	61,279.87	59,621.68	1,658.19
36	30-Mar-2025	61,279.87	59,894.89	1,384.98
37	30-Jun-2025	61,279.87	60,169.36	1,110.51
38	30-Sep-2025	61,279.87	60,445.09	834.78
39	30-Dec-2025	61,279.87	60,722.08	557.79
40	30-Mar-2026	61,279.87	61,000.34	279.53

Tab 9

Addenda

NONE

Tab 10

Affidavits and Acknowledgements

PRICE PROPOSAL SHEET (Tab 10)

COST OR PRICING DATA FOR PRICE PROPOSAL

Proposers shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Proposal, reflecting Cost Realism, including all information other than Cost and Pricing Data, and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts, that as of the date of submission of the Proposal, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Proposer's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) "Cost Realism" shall mean that the costs in Proposer's Proposal: (1) are realistic for the Services to be provided; (2) reflect a clear understanding of the requirements; and (3) are consistent with the various elements of the Proposer's Proposal.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any fee or profit applicable.

PRICE PROPOSAL SHEET (Tab 10) (CONT.)

Each Proposer must attach Cost Proposals for the requirements in Section 3-3. Failure to provide a response to all the requirements in section 3-3 including all three terms, qualified and non-qualified, may deem your proposal non-responsive. The City reserves the right to select the price most advantageous to the City.

Taxpayer Identification Number (TIN) 45-3796148

PROPOSER: U.S. Bancorp Government Leasing and Finance, Inc.

(Company Name)

(Signature)

Denise Beauchamp

Vice President

(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR RESPONSE "NON-RESPONSIVE"

usbancorp

All of us serving you

Government Leasing and Finance

February 17, 2016

City of Miramar, FL

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). **This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.**

Customer:	**City of Miramar**						
Lessor:	**U.S. Bancorp Government Leasing and Finance, Inc.**						
PROPERTY:	**Public Safety Vehicles**						
EXPIRATION:	**April 11, 2016**						
LEASE QUOTE:	**Amount**	**Rate**	**Payments**	**Factor**	**Pmts / Year**	**Term**	**Adv. / Arr.**
BQ or NBQ	**2,235,000.00**	**1.3910%**	**115,875.26**	**0.0518458**	**4**	**60 Months**	**Arrears**
BQ or NBQ	**2,235,000.00**	**1.5990%**	**84,531.22**	**0.0378216**	**4**	**84 Months**	**Arrears**
BQ or NBQ	**2,235,000.00**	**1.833%**	**61,279.87**	**0.0274183**	**4**	**120 Months**	**Arrears**

Amortization Schedules: Attached, all assume 3/30/2016 closing/funding date.

Escrow Account: Funds will be deposited into a no fee U.S. Bank N.A. escrow account at closing

Legal Opinions: If an individual funding amount (lease schedule) is over $5 million, a tax opinion will be required from nationally recognized "Red Book" bond counsel. A validity opinion from the City Attorney will be required for all lease schedules.

Prepayment Option: Permitted on any payment date at the lower of a standard make whole provision or 103% of outstanding balance.

The financing will be structured as a Tax-Exempt Master Lease/Purchase Agreement and secured by a covenant to return the equipment in the event of a non-appropriation or default. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Borrower pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Borrower within a reasonable time and in form and substance acceptable to Borrower, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Borrower. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel. If you would like to proceed, please complete the Essential Use Application and return along with a link to your 3 most recent Comprehensive Annual Financial Reports.

Thank you for the opportunity to present this proposal. Other financing options are available on request.

Sincerely,

Denise Beauchamp
Vice President
Direct (904) 284-3520
denise.beauchamp@usbank.com

usbancorp

All of us serving you

Government Leasing and Finance

5 year amortization

	Totals	2,317,505.28	2,235,000.00	82,505.28
Pay #	Date	Payment	Principal	Interest
1	30-Jun-2016	115,875.26	108,103.05	7,772.21
2	30-Sep-2016	115,875.26	108,478.98	7,396.28
3	30-Dec-2016	115,875.26	108,856.22	7,019.05
4	30-Mar-2017	115,875.26	109,234.76	6,640.50
5	30-Jun-2017	115,875.26	109,614.63	6,260.64
6	30-Sep-2017	115,875.26	109,995.81	5,879.45
7	30-Dec-2017	115,875.26	110,378.32	5,496.94
8	30-Mar-2018	115,875.26	110,762.16	5,113.10
9	30-Jun-2018	115,875.26	111,147.34	4,727.93
10	30-Sep-2018	115,875.26	111,533.85	4,341.41
11	30-Dec-2018	115,875.26	111,921.71	3,953.55
12	30-Mar-2019	115,875.26	112,310.92	3,564.34
13	30-Jun-2019	115,875.26	112,701.48	3,173.78
14	30-Sep-2019	115,875.26	113,093.40	2,781.86
15	30-Dec-2019	115,875.26	113,486.68	2,388.58
16	30-Mar-2020	115,875.26	113,881.33	1,993.93
17	30-Jun-2020	115,875.26	114,277.35	1,597.91
18	30-Sep-2020	115,875.26	114,674.75	1,200.51
19	30-Dec-2020	115,875.26	115,073.54	801.73
20	30-Mar-2021	115,875.26	115,473.70	401.56

Government Leasing and Finance

7 year amortization

	Totals	2,366,874.28	2,235,000.00	131,874.28
Pay #	Date	Payment	Principal	Interest
1	30-Jun-2016	84,531.22	75,596.81	8,934.41
2	30-Sep-2016	84,531.22	75,899.01	8,632.21
3	30-Dec-2016	84,531.22	76,202.42	8,328.81
4	30-Mar-2017	84,531.22	76,507.04	8,024.19
5	30-Jun-2017	84,531.22	76,812.87	7,718.35
6	30-Sep-2017	84,531.22	77,119.93	7,411.29
7	30-Dec-2017	84,531.22	77,428.22	7,103.01
8	30-Mar-2018	84,531.22	77,737.74	6,793.49
9	30-Jun-2018	84,531.22	78,048.49	6,482.73
10	30-Sep-2018	84,531.22	78,360.49	6,170.73
11	30-Dec-2018	84,531.22	78,673.74	5,857.48
12	30-Mar-2019	84,531.22	78,988.24	5,542.99
13	30-Jun-2019	84,531.22	79,303.99	5,227.23
14	30-Sep-2019	84,531.22	79,621.01	4,910.21
15	30-Dec-2019	84,531.22	79,939.30	4,591.93
16	30-Mar-2020	84,531.22	80,258.85	4,272.37
17	30-Jun-2020	84,531.22	80,579.69	3,951.54
18	30-Sep-2020	84,531.22	80,901.81	3,629.42
19	30-Dec-2020	84,531.22	81,225.21	3,306.01
20	30-Mar-2021	84,531.22	81,549.91	2,981.32
21	30-Jun-2021	84,531.22	81,875.90	2,655.32
22	30-Sep-2021	84,531.22	82,203.20	2,328.02
23	30-Dec-2021	84,531.22	82,531.81	1,999.41
24	30-Mar-2022	84,531.22	82,861.73	1,669.49
25	30-Jun-2022	84,531.22	83,192.97	1,338.25
26	30-Sep-2022	84,531.22	83,525.53	1,005.69
27	30-Dec-2022	84,531.22	83,859.43	671.80
28	30-Mar-2023	84,531.22	84,194.66	336.57

10 year amortization

	Totals	2,451,194.81	2,235,000.00	216,194.81
Pay #	Date	Payment	Principal	Interest
1	30-Jun-2016	61,279.87	51,037.98	10,241.89
2	30-Sep-2016	61,279.87	51,271.86	10,008.01
3	30-Dec-2016	61,279.87	51,506.82	9,773.05
4	30-Mar-2017	61,279.87	51,742.85	9,537.02
5	30-Jun-2017	61,279.87	51,979.96	9,299.91
6	30-Sep-2017	61,279.87	52,218.16	9,061.71
7	30-Dec-2017	61,279.87	52,457.45	8,822.42
8	30-Mar-2018	61,279.87	52,697.83	8,582.04
9	30-Jun-2018	61,279.87	52,939.32	8,340.55
10	30-Sep-2018	61,279.87	53,181.92	8,097.95
11	30-Dec-2018	61,279.87	53,425.62	7,854.25
12	30-Mar-2019	61,279.87	53,670.44	7,609.43
13	30-Jun-2019	61,279.87	53,916.39	7,363.48
14	30-Sep-2019	61,279.87	54,163.46	7,116.41
15	30-Dec-2019	61,279.87	54,411.67	6,868.20
16	30-Mar-2020	61,279.87	54,661.01	6,618.86
17	30-Jun-2020	61,279.87	54,911.49	6,368.38
18	30-Sep-2020	61,279.87	55,163.12	6,116.75
19	30-Dec-2020	61,279.87	55,415.91	5,863.96
20	30-Mar-2021	61,279.87	55,669.85	5,610.02
21	30-Jun-2021	61,279.87	55,924.96	5,354.91
22	30-Sep-2021	61,279.87	56,181.23	5,098.64
23	30-Dec-2021	61,279.87	56,438.68	4,841.19
24	30-Mar-2022	61,279.87	56,697.32	4,582.56
25	30-Jun-2022	61,279.87	56,957.13	4,322.74
26	30-Sep-2022	61,279.87	57,218.14	4,061.73
27	30-Dec-2022	61,279.87	57,480.34	3,799.53
28	30-Mar-2023	61,279.87	57,743.74	3,536.13
29	30-Jun-2023	61,279.87	58,008.35	3,271.52
30	30-Sep-2023	61,279.87	58,274.18	3,005.69
31	30-Dec-2023	61,279.87	58,541.22	2,738.65
32	30-Mar-2024	61,279.87	58,809.48	2,470.39
33	30-Jun-2024	61,279.87	59,078.98	2,200.89
34	30-Sep-2024	61,279.87	59,349.71	1,930.16
35	30-Dec-2024	61,279.87	59,621.68	1,658.19
36	30-Mar-2025	61,279.87	59,894.89	1,384.98
37	30-Jun-2025	61,279.87	60,169.36	1,110.51
38	30-Sep-2025	61,279.87	60,445.09	834.78
39	30-Dec-2025	61,279.87	60,722.08	557.79
40	30-Mar-2026	61,279.87	61,000.34	279.53

ADDENDA ACKNOWLEDGEMENT FORM (Tab 10a)

Addendum #	Date Received
None	

PROPOSER: U.S. Bancorp Government Leasing and Finance, Inc.

(Company Name)

(Signature)

Denise Beauchamp, Vice President

(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

PROPOSER INFORMATION FORM (Tab 10b)

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

(1) How many years has your organization been in business under your present business name?

5 years

(2) State of Florida occupational license type and number: F12000000892

(3) County (state county) Business Tax Receipt type and number: NA

(4) City of Miramar Business Tax Receipt type and number: NA

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

(5) Describe experience providing Services and or commodities for similar (government) organizations:

USBGLF provides state and local government essential use equipment financing throughout the 50 States.

A specialized division was created in 2010 . Prior to this time, the products were offered through our

our Government Banking Division of U.S. Bank N.A.

(6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?

_____ yes ✓ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

PROPOSER INFORMATION FORM (CONTINUED)

(7) Please list five Government contract references: SEE ATTACHED

A) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

E-mail: _____

B) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Email: _____

C) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

E-mail: _____

D) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

E-mail: _____

E) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

E-mail: _____

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

usbancorp
Government Leasing and Finance, Inc.

References:

Putnam County School District, FL
Rhonda D. Odom, Chief Financial Officer
Palatka, FL 32177
Phone: (386) 329-0513

City of Lakeland, FL
Mike Brossart, Assistant Finance Director
Phone: (863) 834-6200

City of Cape Coral, FL
Laura Tanner, Treasury Manager
Phone: (239) 574-0494

City of Riviera Beach, FL
Pam Daley, Purchasing Manager
Phone: (561) 845-4180

Broward County Sheriff's Office, FL
Stephen Muffler, Assistant General Counsel
Phone: (954) 831-8917

Audited Financial Statement Link:

http://phx.corporate-ir.net/phoenix.zhtml?c=117565&p=irol-reportsannual

http://phx.corporate-ir.net/phoenix.zhtml?c=117565&p=irol-quarterlyearnings

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Tab 10c)

Please list all Subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE or SME Firms. Please specify the category for each Subcontractor or supplier.

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (CONTINUED) (Tab 10c)

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10d)

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

ANTI-KICKBACK AFFIDAVIT (Tab 10e)

Colorado
STATE OF FLORIDA)
DENVER } ss:
COUNTY OF BROWARD)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and _____ or its Contractors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Christian

Title: SVP

Sworn and subscribed before this

11 day of February, 2016

Francine Neville
Notary Public
State of Florida at Large
Colorado

FRANCINE T. NEVILLE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134077434
MY COMMISSION EXPIRES DECEMBER 12, 2017

My commission expires: 12/12/2017

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-COLLUSIVE AFFIDAVIT (Tab 10f)

State of COLORADO
) ss:
County of DENVER

I, CHRIS JONES, the undersigned authority, being first duly sworn, deposes and says that:

a) He/she is the (Owner, Partner, Officer, Representative or Agent) of OFFICER, the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Service; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Services;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10f)

Signed, sealed and delivered
in the presence of:

Francine Neville
Witness

By: Chris Jones

Witness

Chris Jones
(Printed Name)

FRANCINE T. NEVILLE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134077434
MY COMMISSION EXPIRES DECEMBER 12, 2017

SVP
(Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10f)

ACKNOWLEDGMENT

State of Colorado

) ss:

County of Denver

BEFORE ME, the undersigned authority, personally appeared Chris Jones, to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this 11th day of February 2016

Francine Neville
Notary Public
State of ~~Florida~~ at Large
Colorado

FRANCINE T. NEVILLE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134077434
MY COMMISSION EXPIRES DECEMBER 12, 2017

My commission expires: 12/12/2017

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-DISCRIMINATION AFFIDAVIT (Tab 10g)

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: SVP

Sworn and subscribed before this

11th day of February, 20 16

Francine Neville

Notary Public

State of Florida at Large

Colorado

FRANCINE T. NEVILLE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134077434
MY COMMISSION EXPIRES DECEMBER 12, 2017

My commission expires: 12/12/2017

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

BUSINESS/VENDOR PROFILE SURVEY (Tab 10h)

Name of Business: U.S. Bancorp Government Leasing and Finance, Inc.

Address: 3643 Spyglass Court, Green Cove Springs, FL 32043

Phone No.: (904) 284-3520

Contact Person (Regarding This Form): Denise Beauchamp,

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☑ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

  Business is claiming the CBE/SBE Preference; YES____ NO ✓

  Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

  Business is claiming local Business Preference YES ____ NO ✓
  (Choose below as applicable)
- ☐ A **Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. **Proof of Miramar residents employed will be required prior to AWARD.**
- ☐ Business is domiciled within the City of Miramar city limits, complies with all City of Miramar licensing requirements and is current on all taxes.

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

Exceptions and Deviations Form (Tab 10i)

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. **Exceptions must be fully explained using a chart in the form of the chart set forth on the bottom portion of this page**. The City reserves the right to reject any Proposal for noncompliance with one or more of the requirements.

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION

_____

Proposer's Signature

FAILURE TO SUBMIT ALL INFORMATION RESPONSIVE TO THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

7.
ORDINANCE
March 2, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: March 2, 2016

Second Reading Date: March 23, 2016

Presenter's Name and Title: Sam Hines, Director of Human Resources, on behalf of Human Resources

Temp Ord Number: O1636

Item Description: FIRST READING OF TEMP. ORD. NO. 1636, APPROVING A COMPREHENSIVE PAY PLAN FOR UNREPRESENTED EMPLOYEES FOR THE PERIOD BEGINNING OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016; AND PROVIDING FOR AN EFFECTIVE DATE.(Human Resources Director Sam Hines)

Consent ☐ Resolution ☐ Ordinance ☒ Quasi-Judicial☐ Public Hearing ☐

Summary Explanation and Background: The Comprehensive Pay Plan ("CPP") is a compensation and benefit guide for unrepresented full-time and some part-time employees, with provisions for elected officials, approved on an annual basis. The CPP was last approved for the period October 1, 2014 through September 30, 2015. City Commission approval is required to adopt the CPP for Fiscal Year 2016. The 2016 CPP proposes: 1) a 2.5% cost of living allowance increase for non-probationary unrepresented employees; and 2) New guidelines for the City's contributions to FRS and other defined contribution plans on behalf of elected officials.

Instructions for the Office of the City Clerk:

Public Notice – As Required by the Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by the posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Fiscal Impact: $704,300

Content:
• Agenda Item Memo from the City Manager to the City Commission

- **Ordinance TO 1636**
  - **Exhibit "A": Comprehensive Pay Plan for FY2016**
- **Attachment(s)**
  - **Attachment 1: Schedule I - FY2016 Salary Schedule**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Sam Hines, Director of Human Resources

DATE: January 13, 2016

RE: First Reading of Temp. Ord. No. 1636, FY2016 Comprehensive Pay Plan

---

RECOMMENDATION: The City Manager recommends adoption of Temp. Ord. No. 1636, approving a Comprehensive Pay Plan ("CPP") for Fiscal Year 2016.

ISSUE: City Commission approval is required to adopt the CPP for Fiscal Year 2016.

BACKGROUND: The City Commission has annually reviewed and approved a CPP in order to establish salary and incentive parameters for the City's unrepresented employees and elected officials. Benefits and salary changes for 84% of the City's employees are approved in collective bargaining agreements with the City's three unions. For the remaining 16% of the workforce (roughly 160 employees including unrepresented professional, managerial and supervisory staff), the CPP determines any changes in compensation.

The Fiscal Year 2015 CPP was approved by the City Commission to be in effect from October 1, 2014 through September 30, 2015. The proposed CPP for Fiscal Year 2016 is attached as Exhibit "A." The accompanying salary schedule for all positions in the City is included as Attachment 1.

Sections 5, 8, 9, 18, 22, 24 and 25 of the CPP have been amended as follows:

SECTION 5. ANNUAL SALARY AND SALARY RANGE ADJUSTMENT

Salary ranges in Schedules I & II are increased by 2.5%. All Employees, excluding Commission Staff (i.e., Regular Employees, Part-time Employees and Limited-benefit Employees), employed on the date that this Pay Plan is approved by the City Commission, shall receive a 2.5% COLA retroactive to October 1, 2015. Notwithstanding the foregoing, there shall continue to be no merit increases and/or advancement in step-pay plans, as defined by the respective collective bargaining agreements (the "contract(s)") for employees who are paid in accordance with a step-pay plan.

The total annual cost of the proposed salary adjustment is **$704,300**.

SECTION 8. PERFORMANCE MANAGEMENT

C. All Employees whose performance is considered by the City Manager to be "Below Average" or "Unsatisfactory" may be required to enter into an Action Plan or Performance Improvement Plan developed by the senior management of their department to improve their performance. At the end of not more than six months (180 days), they may receive a Special Evaluation. This in no way, however, changes the "at will" employment status of non-civil service employees.

SECTION 9. PROMOTIONS & ADJUSTMENTS

A. A promoted employee shall receive a 7.5% increase over their present salary, or the minimum pay rate for the new classification, whichever is higher. This increase shall establish the employee's new annual salary. Salary compression issues will be assessed on a case-by-case basis. Promotional increases greater than 7.5% and above the minimum of the new salary range, can be granted when the promoted employee demonstrates a high competency for the new position or other factors such as prior performance, tenure, market demands, education/certifications, etc. Any increase above the 7.5%, require the approval of the City Manager or his/her designee.

SECTION 18. INCENTIVES FOR EMPLOYEES EXEMPT FROM FLSA OVERTIME

C. For FLSA exempt Regular Employees, the City Manager is authorized to approve additional PBL for those who work extraordinary amounts of additional time or who have completed a significant project which may include work during the period of a declared emergency such as a Hurricane event. Additional PBL granted in these circumstances will be governed by the same rules outlined in paragraph 'A' above. Any additional PBL time must be authorized in writing and signed by the City Manager.

SECTION 22. LIMITED-BENEFIT EMPLOYEES

D. Limited-benefit Employees shall not be entitled to ~~health and~~ life insurance benefits, sick and vacation leave, holiday pay, bereavement leave or any other benefits offered to Regular Employees, except the following:

1. If the Limited-benefit Employee regularly works more than thirty (30) hours per week, he or she will be provided health insurance benefits in accordance with the Affordable Care Act.

2. Personal leave commensurate with a Regular Employee with like years of service with the City. Personal leave not used during the fiscal year may not be carried over to the next fiscal year or cashed out.

3. Assignment of a City Vehicle, or payment of a vehicle allowance if the City Manager determines in his/her sole discretion that the position requires such a vehicle or allowance.

SECTION 24. MISCELLANEOUS PROVISIONS

C. Regular Employees may continue the option to convert to cash accrued paid leave up to 120 hours annually when a balance of no less than 80 hours per accrual bank remains and is subject to Department Director approval unless such employee is a participant in the City's Police or Fire Pension Plans, in which case, such employee is excluded from the option to cash-out such accrued sick, vacation and compensatory leave. Regular Employees may likewise convert accrued vacation time to sick leave or vice versa, but converted hours are not subject to cash out and may be subject to accrual caps as outlined by City policy.

SECTION 25. ELECTED OFFICIALS' SALARY AND BENEFITS

D. Pension. The Mayor and City Commissioners ~~may~~ shall each participate in the Florida Retirement System ("FRS") unless he or she is not eligible to participate in the FRS. For any Elected Official who is ineligible to participate in FRS, the City shall make a contribution for each month the Elected Official is in office, on the Non-FRS Elected Official's behalf, in the amount equal to a percentage of that Elected Official's salary that is equal to the same percentage the City contributes to the City's Management Pension Plan. That contribution shall be made to an authorized 401, 457 and/or individual retirement account (IRA), or any other legal deferred compensation, annuity plan and/or retirement-related tax sheltered plan as may be designated by the Non-FRS Elected Official in accordance with, and subject to the limits of, applicable federal and state law. Further, as relates to any Elected Official who is ineligible to participate in FRS ~~due to retirement under FRS~~, the City shall make a required contribution established by FRS for the unfunded actuarial liability portion related to Elected Official, and such contribution shall be ~~retroactive to~~ effective as of the date that the Elected Official took office.

Temp. Ord. No. 1636
2/17/16
2/23/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING A COMPREHENSIVE PAY PLAN FOR UNREPRESENTED EMPLOYEES FOR THE PERIOD BEGINNING OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission recognizes the need to adopt a comprehensive pay plan for unrepresented employees for Fiscal Year 2016 (October 1, 2015 through September 30, 2016) in the form attached hereto as Exhibit "A" ("Pay Plan") to maintain competitive employment conditions; and

WHEREAS, the City Manager and the Human Resources Director recommend approval of the Pay Plan by adoption of this Ordinance; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the Pay Plan, attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2: That the City Commission approves the Comprehensive Pay Plan for unrepresented employees, attached as Exhibit "A," together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That the provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance,

Section 4: That all Ordinances or parts of Ordinances, Resolutions or parts thereof, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5: That this Ordinance shall become effective upon passage.

PASSED FIRST READING: _____

PASSED AND ADOPTED ON SECOND READING: _____

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this ORDINANCE as to form:

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline Riggs	_____
Mayor Wayne Messam	_____

Exhibit "A"

CITY OF MIRAMAR
COMPREHENSIVE PAY PLAN
2016
(AS AMENDED)

SECTION 1. ESTABLISHMENT

There is hereby established a Comprehensive Pay Plan (hereinafter referred to as Pay Plan) for the City of Miramar (the "City") for Fiscal Year 2016 (i.e., October 1, 2015 through September 30, 2016), pertaining to all classes of job positions included in the attached Schedules I and II, those job positions not specified elsewhere in existing negotiated collective bargaining agreements, and including provisions for elected officials. All references to Regular Employees in this document refer to unrepresented Full Time employees/positions as outlined herein except for Part-time Employees identified in Section 11 and Schedule II. All references to "All Employees" refer to Regular Employees and Part-time Employees.

SECTION 2. COMPOSITION of SALARY RANGES GENERALLY

A. The Pay Plan shall establish a salary range for each position of employment for Regular Employees and hourly rates for all Part time Employees in the City of Miramar.

SECTION 3. MINIMUM ENTRANCE SALARY

A. Regular and Part-time Employees shall be paid a minimum Living Wage in accordance with Ordinance 1620 approved by the City of Miramar Commission in FY15. For pay purposes, the Living Wage for FY16 shall be set at $12.50 per hour. The City Manager may amend the salary schedules within the fiscal year because of changes in any relevant final orders from the Public Employment Relations Commission regarding bargaining unit clarifications, or for reasons of salary equity, compression and appropriate position classification.

B. The minimum rate of pay for each Regular and Part-time job position shall be paid to an employee upon original appointment to the City unless there has been a demonstrated inability to recruit at the minimum rate of pay, or the applicant possesses exceptional qualifications, warranting employment at a higher rate of pay. In such cases, the City Manager may authorize the Director of Human Resources to approve a higher salary rate so long as sufficient funds are available in the budget.

SECTION 4. ALL EMPLOYEES COMPENSATION PHILOSOPHY

Salaries and benefits for All Employees in the City will be maintained in a reasonable, innovative and competitive manner in relation to the City‟s recruitment and retention needs. Notwithstanding the above, salary and benefit increases or reductions for All Employees will be in accordance with the expenditure assumptions included in the City‟s overall financial business plan.

SECTION 5. ANNUAL SALARY AND SALARY RANGE ADJUSTMENT

Salary ranges in Schedules I & II are increased by 2.5%. All Employees, excluding Commission Staff (i.e., Regular Employees, Part-time Employees and Limited-benefit Employees), employed on the date that this Pay Plan is approved by the City Commission, shall receive a 2.5% COLA retroactive to October 1, 2015. Notwithstanding the foregoing, there shall continue to be no merit increases and/or advancement in step-pay plans, as defined by the respective collective bargaining agreements (the "contract(s)") for employees who are paid in accordance with a step-pay plan.

SECTION 6. SALARY RANGE FOR DEPARTMENT DIRECTORS

Salary range maximums for Department Directors shall be at least 10% higher than the salary range maximum of their next lower ranked subordinates.

SECTION 7. PROVISIONS FOR SENIOR MANAGERS

Effective July 1, 2010 and for All Employees, the City may, in the sole discretion of the City Manager, cease its contribution of any percentage of the annual salary of its employees to an authorized Deferred Compensation Plan (i.e., 457 or 401a Plans) and/or other approved tax deferred program into which contributions are made on a pre-tax basis, and earnings accrue on a tax deferred basis. If the City Manager exercises such discretion, these Deferred Compensation Plans and/or other approved tax deferred programs only shall be funded by employee contributions.

SECTION 8. PERFORMANCE MANAGEMENT

A. Regular Employees who are not members of any collective bargaining unit will be evaluated during the first quarter of each Fiscal Year. This process will not affect the employment and/or promotion anniversary dates of such employees. Failure by the City to conduct an annual job evaluation will not alter the terms or conditions of this Pay Plan.

B. Regular Employees covered by the Civil Service system who have not completed their initial probationary period will receive their evaluation on their one year anniversary date.

C. All Employees whose performance is considered by the City Manager to be "Below Average" or "Unsatisfactory" may be required to enter into an Action Plan or Performance Improvement Plan developed by the senior management of their department to improve their performance. At the end of not more than six months (180 days), they may receive a Special Evaluation. This in no way, however, changes the "at will" employment status of non-civil service employees.

SECTION 9. PROMOTIONS & ADJUSTMENTS

A. A promoted employee shall receive a 7.5% increase over their present salary, or the minimum pay rate for the new classification, whichever is higher. This increase shall establish the employee‟s new annual salary. Salary compression issues will be assessed on a case-by-case basis. Promotional increases greater than 7.5% and above the minimum of the new salary range, can be granted when the promoted employee demonstrates a high competency for the new position or other factors such as prior performance, tenure, market demands, education/certifications, etc. Any increase above the 7.5%, require the approval of the City Manager or his/her designee.

B. A promoted employee covered by the City‟s Civil Service system shall serve a six month probationary period in the new job classification. At the end of the probationary period, the employee shall receive a performance evaluation. If the probationary period has been completed successfully, a new anniversary date will be established based on the date of promotion. If the employee does not successfully complete the probationary period, as determined by the City, he/she may, upon the City Manager or his/her Designee‟s approval, be granted a probationary extension, not to exceed 60 days. If the City Manager or his/her Designee denies an extension, the employee shall be demoted to his/her previous classification and their salary shall be reduced by 10% or to the top of the new salary grade. The probationary evaluation will not contain a salary increase. If an employee is promoted within their first year of service with the City, their probationary period is extended to the end of the six month promotional probation, or at least to the end of the employee‟s one year anniversary, whichever is longer.

C. An employee who is temporarily promoted to a higher classification due to resignation, termination or promotion of the employee occupying that higher classification, shall receive a retroactive (to the effective date of the promotion) 7.5% salary increase, or the minimum pay rate for the new classification, whichever is higher, for the entire period of time that the employee works in that higher classification, provided that the promoted individual is in the position for 30 days or more. This type of promotion will ordinarily occur during the process for filling the vacated position.

D. Notwithstanding the above, the City Manager or his/her Designee shall have the sole discretion to authorize a salary adjustment to address issues of retention,

recruitment, salary compression, reorganization or for other job-related reasons as prescribed by City policy, which is based on industry bench market standards.

E. The City Manager is authorized to make and approve changes in salary grades and/or benefits for All Employees throughout the City to prevent salary grade compaction or to insure that relative salary range equity and benefits are maintained.

SECTION 10. BLOCK BUDGETING

Notwithstanding other rules and regulations, and in furtherance of employee development and positive recruitment and retention of employees with outstanding performance and behavior records, the City Manager may authorize the implementation of the concept of "block budgeting", as defined by Departmental administrative policies. Block Budgeting may be authorized for the advancement of trainee level professionals to entry level, entry level to journey level, and journey level to lead classification levels as established by market industry standards.

SECTION 11. PART-TIME EMPLOYMENT

A. Part-time Employees shall be paid hourly wages in bi-weekly increments. Part-time Employees are not eligible for cash payments, but may receive an annual salary adjustment, if specified in the Annual Comprehensive Pay Plan.

B. Performance appraisals shall be conducted on an annual basis for all non-seasonal part time employees on their anniversary date. Failure by the City to conduct an annual job evaluation will not alter the terms or conditions of this Pay Plan.

C. Non-seasonal Part-time Employees, who average 30 hours or more of work per pay period for a period of one year, shall accrue the following City paid leave benefit after one year of employment: 1 hour of sick leave per pay period and 1.5 hours of vacation leave per pay period. Sick leave for those job classifications covered by the GAME Collective Bargaining Agreement will accrue as specified in the contract. The City shall also provide a $5,000 life insurance and accidental death and dismemberment benefit. Non-seasonal Part-time Employees will be limited on the amount of vacation leave remaining at the end of the calendar year, which can be carried over to the following year. At the end of the calendar leave year (December 31),, vacation leave in excess of 80 hours, shall be credited to the employee"s sick leave account. Credits will be accumulated from January 1 to December 31.

D. For Part-time Employees who work an average of 30 hours or more per week for a period of one year, the City shall provide single coverage HMO health and DHMO dental insurance. The employee will pay $15 per pay period for the single coverage under the health insurance plan.

E. The following paid holidays will also be provided at a rate of six hours for non-seasonal Part-time Employees:

Labor Day	New Year"s Day
Veteran"s Day	Martin Luther King Day
Thanksgiving Day	President"s Day
Friday following Thanksgiving	Memorial Day
Christmas Day	Independence Day

F. All overtime hours will be paid according to the Fair Labor Standards Act (FLSA), that is, overtime hours are hours worked in excess of 40 hours for the workweek.

SECTION 12. EMPLOYMENT BY DIFFERENT DEPARTMENTS

The prescribed rates of pay include payment for all work performed in the work category, even though the work may be performed in more than one department. The City Manager may assign personnel to work in one or more Departments to meet the needs of the City. For extended periods of such assignment, each department may be charged the appropriate share of such services; however, the total compensation received by such employees shall not exceed the prescribed rate of pay for the position. No employee shall be allowed to work in two positions concurrently with the City.

SECTION 13. TEMPORARY APPOINTMENT

A. The City Manager may appoint personnel temporarily, or in an acting capacity, for an appointed period not to exceed 180 days per appointment, or as specified in the City Code, provided that background checks have been conducted and excess budgeted funds exist because of past vacancies in authorized employment positions, or within the departmental activity budget that contains the designated position.

B. Said appointment shall be renewable for one additional appointment period only, provided, however, that all budgeted employment position funds, minus any monies required to be expended for the support of temporary appointments authorized above, shall be adequate to meet all employment and payroll related expenses for the balance of the renewed contract or funds are available within the departmental activity budget that contains the designated position.

SECTION 14. POST– EMPLOYMENT HEALTH INSURANCE BENEFITS

A. The City will continue to permit post-employment access to health and dental insurance benefits, including the dependent coverage choices, if any, made during the open enrollment immediately prior to separation from the City for All Employees who honorably separate from City service, as long as the full costs for such insurance premiums, as they may change from time to time, are paid at the former employee"s expense, subject to reasonable administrative rules.

B. The City will continue to provide a retiree health insurance stipend for Regular Employees retired after October 1, 2006 under the following conditions:

1. The amount of the stipend will be a monthly payment equal to $10 per year of service to a maximum of $250 per month.

2. The health insurance stipend will cease upon the 65th birthday of the retiree.

C. The benefits provided under this Section shall be considered as vested benefit entitlements for persons employed as of the effective date of the Ordinance adopting the FY 2011 Comprehensive Pay Plan.

SECTION 15. CITY PAID LIFE INSURANCE

Term life insurance benefit will be provided to Regular Employees in the amount of one and one half times the employee"s base salary, at the City"s expense.

SECTION 16. LONGEVITY INCENTIVE

All Regular Employees shall continue to be eligible for the following longevity incentive pay, applicable to their base salary, with the understanding that the amounts are non-cumulative. For example, an employee who has been with the City for 24 years will receive their annual salary of $50,000 and 3%, for a total annual salary of $51,500:

Length of Service	Longevity Incentive
15 to 19 years (completed 15 years)	1% during these years
20 to 23 years (completed 20 years)	2% during these years
23 years or more (completed 23 years)	3% during these years

SECTION 17. EDUCATIONAL ASSISTANCE PROGRAM

1. The City supports employees who wish to continue their education to secure increased responsibility and growth within their professional careers while with the City. In keeping with this philosophy, the City has established an educational assistance program for expenses incurred through accredited institutions of higher learning. An accredited institution of higher learning is one whose programs have been reviewed and approved by one or more of the commonly recognized educational commissions for organizations legally authorized to review and accredit higher learning programs. The major institutions utilized by the large majority of City employees for tuition reimbursement already meet the standard. These includes universities and colleges including BC, FIU and FAU, as well as the larger and well established private organizations such as NSU, Florida Memorial University, Barry University, University of Phoenix, and University of Miami.

2. All regular employees who have completed their initial probationary period are eligible for participation in this program as long as the courses will prepare City employees for job growth while they are employed with the City. The City shall reimburse each eligible employee who participates in the Educational

Reimbursement Program as set forth herein, up to $5,000 per calendar year for undergraduate courses, not more than $7,000 per calendar year for graduate courses, and not more than $7,000 for any combination of undergraduate and graduate courses. The reimbursement is provided based on the class dates as defined in the course catalog and not on the submission date of the receipt. Participation in degreed programs and/or non-credit coursework must be approved by the Department Director and Human Resources Director or designee prior to taking the actual coursework. Failure to do so will result in denial of reimbursement requests. All reimbursement requests must include proper supporting documentation, and be submitted to the Human Resources Department within 30 days of the completion of coursework each period. Details and forms are available in the Human Resource Department.

Within the context of the Education Assistance Program, the City shall reimburse eligible employees, up to the maximum amount set forth above, as follows:

A. One hundred percent (100%) of state college tuition or community college tuition rates for courses at educational institutions that are directly related to the employee's position or career growth with the City.

B. Reimbursement shall be made provided the employee receives a grade of "C" or better, pass in pass/fail or 75 or better where such grades are given.

C. Books and lab fees will be reimbursed on a tiered scale after successful completion of the class as follows: 50% - for a grade of 2.0-2.9 (C), 75% for a grade of 3.0-3.9 (B), and 100% for a grade of 4.0 (A).

D. Employees shall request preapproval under this Program by submitting the "Request for Educational Assistance" form to the Department Director. Once the Department Director approves, the form is sent the Director of Human Resources for review, approval and processing. Employees must pay for their own tuition for which the City will reimburse after approval as outlined above upon the successful completion of each course and supply such proof of attending the course. Papers required for verification shall be a payment receipt and a report of grades received. Reimbursement requests must be timely and submitted to the Human Resources Department within 30 days of the completion of coursework each period.

E. If an employee voluntarily terminates his/her employment with the City within one year following the completion of any eligible educational program under Section 1 or license fees or tuition costs for training under Section 3, for which such employee has received a refund, then the amount refunded in the prior 12 months shall be repaid by the employee immediately. The amount of any such reimbursement shall be deducted from the employee's final paycheck, in the event that the employee fails to reimburse the City as provided above, and requires the services of any attorney to collect any of said amounts, such attorney's fees and court fees will be added to the amounts owed by the employee to the City.

SECTION 18. INCENTIVES FOR EMPLOYEES EXEMPT FROM FLSA OVERTIME

A. Regular Employees exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") shall receive 120 hours of Position Basis Leave ("PBL") at the beginning of each fiscal year (October 1). Regular Employees hired into PBL eligible positions or promoted from a non-PBL eligible position into a PBL eligible position between October 1st and March 31st will have 120 hours credited to their leave balance. Regular Employees hired into PBL eligible positions or promoted from a non-PBL eligible position into a PBL eligible position between April 1st and June 30th, will have 60 hours credited to their leave balance. New employees are not eligible to use vacation time or PBL for their first 90 days of employment. PBL cannot be carried over to a new fiscal year and may be converted to cash as set forth in Section 24(C).

B. Notwithstanding the above, the Assistant City Managers, Chief Administration Officer, Chief Operations Officer, the City Manager"s Executive staff, Department Directors, and Assistant Department Directors, will receive a total 160 hours of Position Basis Leave or 80 hours as specified above for hire dates.

C. For FLSA exempt Regular Employees, the City Manager is authorized to approve additional PBL for those who work extraordinary amounts of additional time or who have completed a significant project which may include work during the period of a declared emergency such as a Hurricane event. Additional PBL granted in these circumstances will be governed by the same rules outlined in paragraph „A" above. Any additional PBL time must be authorized in writing and signed by the City Manager.

SECTION 19. VEHICLE AUTHORITY

A. Consistent with the City"s vehicle assignment policy, the City Manager may authorize the assignment of a vehicle or the payment of a vehicle allowance to an employee covered by this plan. Except for Police and Fire personnel, all employees utilizing vehicles pursuant to this section shall be responsible for the payment of all fuel that is for personal, non-job related use.

B. The City Manager may revise or amend the vehicle use policy in his or her discretion without further approval of the City Commission.

SECTION 20. PROVISIONS FOR MANAGEMENT PENSION PLAN MEMBERS

Effective July 1, 2010, the employee"s contribution rate into the City of Miramar Management Retirement Plan (the "Plan") shall be fixed at 13.515% of the employee"s compensation. Also, effective July 1, 2010, the City shall make an annual contribution to the Plan in an amount equal to the difference in each year between the total of

member contributions for the year and the total cost for the year as shown by the most recent actuarial valuation for the plan. The total cost for any year shall be defined as the total of normal cost plus the additional amount sufficient to amortize the unfunded accrued past service liability over a thirty year period commencing with the effective date of the Plan.

SECTION 21. HEALTH INSURANCE BENEFITS

The City shall pay the cost of the employee-only premium for health insurance for its Regular Employees and Part Time Employees who work an average of 30 hours or more per week as explained in Section 11, Paragraph „D", except for an employee share of premium equal to $15 per bi-weekly pay period. However, the City Manager in his/her sole discretion may change the Regular Employee"s share of the premium, the health insurance benefit levels, the types of health insurance plans offered, and/or the insurance carriers.

SECTION 22. LIMITED-BENEFIT EMPLOYEES

A. Limited-benefit Employees are prior employees who have faithfully served the City and the City desires to retain such employees. Limited-benefit Employees provide a cost-savings to the City because they perform certain important services without many of the costs associated with Regular Employees.

B. The City Manager, in his/her sole discretion, may designate certain employees as Limited-benefit Employees. Salaries for Limited-benefit Employees as well as any increases/decreases in such salaries shall be determined by the City Manager in his/her sole discretion.

C. Limited-benefit Employees shall not be considered members of any of the City"s Pension Plans while serving as Limited-benefit Employees. However, this shall not preclude Limited-benefit Employees from receiving a retirement benefit from a City Pension Plan for their years of service prior to being a Limited-benefit Employee.

D. Limited-benefit Employees shall not be entitled to life insurance benefits, sick and vacation leave, holiday pay, bereavement leave or any other benefits offered to Regular Employees, except the following:

1. If the Limited-benefit Employee regularly works more than thirty (30) hours per week, he or she will be provided health insurance benefits in accordance with the Affordable Care Act.
2. Personal leave commensurate with a Regular Employee with like years of service with the City. Personal leave not used during the fiscal year may not be carried over to the next fiscal year or cashed out.
3. Assignment of a City Vehicle, or payment of a vehicle allowance if the City Manager determines in his/her sole discretion that the position requires such a vehicle or allowance.

4. Except for pension benefits, other benefits as determined by the City Manager in his/her sole discretion.

E. Limited-benefit Employees shall be at-will employees. This means that the employment relationship may be terminated by either the employee or the City for any reason not expressly prohibited by law. All federal, state and local employment laws shall be applicable to these Limited-benefit Employees.

SECTION 23. CONTRACT EMPLOYEES

The City Manager may outsource current job positions if he/she determines in his/her sole discretion that outsourcing saves the City money, improves service quality and/or increases efficiency, subject to the City"s Code.

SECTION 24. MISCELLANEOUS PROVISIONS

A. Upon the sole discretion of the City Manager, Unrepresented sworn Regular Employees of the Fire Rescue and Police Departments may be eligible to receive benefits at least equal in the City Manager"s judgment to the generally prevailing salary incentives for respective Fire and Police Collective Bargaining Units, subject to availability of funds. In the sole discretion of the City Manager, other Regular Employees may be eligible to receive GAME contract benefits, if any, which the City Manager may conclude exceeds the level of unrepresented benefits.

B. All Employees will be permitted, at their own expense, to contribute to Roth IRAs and/or section 529 College Savings Plans through payroll deduction for any such program approved by the City Manager.

C. Regular Employees may continue the option to convert to cash accrued paid leave up to 120 hours annually when a balance of no less than 80 hours per accrual bank remains and is subject to Department Director approval unless such employee is a participant in the City"s Police or Fire Pension Plans, in which case, such employee is excluded from the option to cash-out such accrued sick, vacation and compensatory leave. Regular Employees may likewise convert accrued vacation time to sick leave or vice versa, but converted hours are not subject to cash out and may be subject to accrual caps as outlined by City policy.

D. Regular Employees shall have the option to convert to cash up to 80 hours of Position Basis Leave.

E. The City Manager shall have the option to implement furlough days for Regular Employees in lieu of salary reductions.

F. Other benefits currently in place for All Employees that are not addressed within this Pay Plan will remain unchanged, except by action of the City Commission amending the Comprehensive Pay Plan.

G. This Comprehensive Pay Plan is the complete plan and supersedes all previously established pay plans.

SECTION 25. ELECTED OFFICIALS' SALARY AND BENEFITS

A. Salaries. The Mayor shall receive an annual salary of $43,411. Each City Commissioner shall receive an annual salary of $34,175.

B. Stipend. The Mayor and each City Commissioner shall receive an annual stipend of $2,500, payable in equal installments in accordance with the City Commission payroll structure.

C. Vehicle. Elected Officials may opt for the use of a City vehicle so long as that vehicle is a fuel efficient or low emission vehicle consistent with the City‟s environmental enhancement initiative and so long as that Elected Official certifies that he/she will fully comply with IRS personal use vehicle requirements, or may opt for a monthly vehicle allowance in lieu of the use of a City vehicle in the amount of $450 per month.

D. Pension. The Mayor and City Commissioners shall each participate in the Florida Retirement System ("FRS") unless he or she is not eligible to participate in the FRS. For any Elected Official who is ineligible to participate in FRS, the City shall make a contribution for each month the Elected Official is in office, on the Non-FRS Elected Official‟s behalf, in the amount equal to a percentage of that Elected Official‟s salary that is equal to the same percentage the City contributes to the City‟s Management Pension Plan. That contribution shall be made to an authorized 401, 457 and/or individual retirement account (IRA), or any other legal deferred compensation, annuity plan and/or retirement-related tax sheltered plan as may be designated by the Non-FRS Elected Official in accordance with, and subject to the limits of, applicable federal and state law. Further, as relates to any Elected Official who is ineligible to participate in FRS, the City shall make a required contribution established by FRS for the unfunded actuarial liability portion related to Elected Official, and such contribution shall be effective as of the date that the Elected Official took office.

E. Deferred Compensation Plan. The City will contribute 9% of the salary of Elected Officials to an authorized Deferred Compensation Plan (457) and/or other approved tax deferred program provided that they shall contribute an amount of at least 3%. This is in addition to any defined benefit program.

F. Insurance. The Mayor and City Commissioners shall receive the same insurance as Department Directors.

G. Technology. The Mayor and City Commissioners shall receive the same technology benefits as Department Directors.

City of Miramar
Human Resources Department
Comprehensive Pay Plan
FY 2016
Salary Schedule I

Attachment 1

ATTACHMENT I

Position Title	Exempt Status	Grade	Minimum Salary	Maximum Salary
ACCOUNTING MANAGER	EXEMPT	28	$ 66,629.86	$ 112,590.52
ACCOUNTING SYSTEM ANALYST	EXEMPT	24	$ 59,299.33	$ 96,845.08
ACCOUNTS PAYABLE SUPERVISOR	NON-EXEMPT	16	$ 43,971.61	$ 74,301.08
ACTIVITY COORDINATOR	NON-EXEMPT	14	$ 40,194.67	$ 67,918.94
ADMINISTRATION SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
ADMINISTRATIVE MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
ADMINISTRATIVE SUPERVISOR	NON-EXEMPT	15	$ 42,082.52	$ 72,835.80
ADULT DAY CARE SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
AQUATIC COORDINATOR	EXEMPT	18	$ 47,748.56	$ 80,682.35
ARTS & EDUCATION ADMINISTRATOR	EXEMPT	19	$ 49,636.40	$ 83,873.54
ASSISTANT CITY MANAGER	EXEMPT	46	$ 100,622.20	$ 186,924.13
ASSISTANT CITY MANAGER CHIEF FINANCIAL OFFICER	EXEMPT	46	$ 100,622.20	$ 186,924.13
ASSISTANT DIR OF INFORMATION TECHNOLOGY	EXEMPT	34	$ 77,960.53	$ 140,874.98
ASSISTANT DIR OF MANAGEMENT & BUDGET	EXEMPT	31	$ 72,296.78	$ 127,289.63
ASSISTANT DIRECTOR OF BUSINESS DEVELOPMENT & MARKETING	EXEMPT	34	$ 77,960.53	$ 140,874.98
ASSISTANT DIRECTOR OF COMMUNITY & ECONOMIC DEVELOPMENT	EXEMPT	31	$ 72,296.78	$ 127,289.63
ASSISTANT DIRECTOR OF CONSTRUCTION & FACILITIES MANAGEMENT	EXEMPT	34	$ 77,960.53	$ 140,874.98
ASSISTANT DIRECTOR OF CULTURAL AFFAIRS	EXEMPT	31	$ 72,296.78	$ 127,289.63
ASSISTANT DIRECTOR OF FINANCIAL SERVICES	EXEMPT	34	$ 77,960.53	$ 140,874.98
ASSISTANT DIRECTOR OF HUMAN RESOURCES	EXEMPT	34	$ 77,960.53	$ 140,874.98
ASSISTANT DIRECTOR OF PARKS RECREATION	EXEMPT	34	$ 77,960.53	$ 140,874.98
ASSISTANT DIRECTOR OF PROCUREMENT	EXEMPT	34	$ 77,960.53	$ 140,874.98
ASSISTANT DIRECTOR OF PUBLIC WORKS	EXEMPT	31	$ 72,296.78	$ 127,289.63
ASSISTANT DIRECTOR OF SOCIAL SERVICES	EXEMPT	34	$ 77,960.53	$ 140,874.98
ASSISTANT DIRECTOR OF UTILITIES	EXEMPT	34	$ 77,960.53	$ 140,874.98
ASSISTANT FACILITIES MANAGER	EXEMPT	22	$ 55,300.41	$ 94,795.08
ASSISTANT FIELD OPERATIONS MANAGER	EXEMPT	22	$ 55,300.41	$ 94,795.08
ASSISTANT FIRE MARSHALL/PLANS EXAMINER	EXEMPT	29	$ 68,519.84	$ 115,782.74
ASSISTANT GRANTS MANAGER	EXEMPT	24	$ 59,299.33	$ 96,845.08
ASSISTANT PAYROLL MANAGER	EXEMPT	21	$ 53,412.17	$ 90,255.68
ASSISTANT PLANNER	NON-EXEMPT	13	$ 38,305.57	$ 64,727.12
ASSISTANT POLICE CHIEF	EXEMPT	36	$ 81,738.23	$ 157,210.40
ASSISTANT RISK MANAGER	EXEMPT	26	$ 62,858.45	$ 106,213.15
ASSISTANT TREASURER	EXEMPT	26	$ 62,858.45	$ 106,213.15
ASSISTANT UTILITY FIELD OPERATIONS MANAGER	EXEMPT	22	$ 55,300.41	$ 94,795.08
ASSISTANT UTILITY MANAGER	EXEMPT	22	$ 55,300.41	$ 94,795.08
ASSISTANT UTILITY PLANT MANAGER	EXEMPT	22	$ 55,300.41	$ 94,795.08
ASSISTANT WATER SYSTEM MANAGER	EXEMPT	22	$ 55,300.41	$ 94,795.08
ATHLETIC PROGRAM COORDINATOR	EXEMPT	18	$ 47,748.56	$ 80,682.35
BENEFITS ANALYST	EXEMPT	24	$ 59,299.33	$ 96,845.08
BOX OFFICE ASSISTANT	NON-EXEMPT	7	$ 28,249.00	$ 45,849.28
BOX OFFICE MANAGER	EXEMPT	22	$ 55,300.41	$ 94,795.08
BOX OFFICE SUPERVISOR	NON-EXEMPT	15	$ 42,082.52	$ 72,835.80
BUDGET ADMINISTRATOR	EXEMPT	24	$ 59,299.33	$ 96,845.08
BUDGET ANALYST I	EXEMPT	19	$ 49,636.40	$ 83,873.54
BUDGET ANALYST II	EXEMPT	21	$ 53,412.17	$ 90,255.68
BUDGET MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
BUILDING OFFICIAL	EXEMPT	30	$ 70,407.69	$ 123,166.05
BUREAU ADMINISTRATOR	EXEMPT	29	$ 68,519.84	$ 115,782.74

City of Miramar
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Salary Schedule I

Position Title	Exempt Status	Grade	Minimum Salary	Maximum Salary
CHIEF ACCOUNTANT	EXEMPT	30	$ 70,407.69	$ 123,166.05
CHIEF CODE COMPLIANCE OFFICER	EXEMPT	22	$ 55,300.41	$ 94,795.08
CHIEF MECHANICAL INSPECTOR/ABO	EXEMPT	28	$ 66,629.86	$ 112,590.52
CHIEF OF MARKETING & PUBLIC RELATIONS	EXEMPT	46	$ 100,622.20	$ 186,924.13
CHIEF OPERATION OFFICER	EXEMPT	41	$ 91,180.23	$ 178,022.00
CHIEF PLUMBING INSPECTOR/ABO	EXEMPT	28	$ 66,629.86	$ 112,590.52
CHIEF STRUCTURAL INSPECTOR/ABO	EXEMPT	28	$ 66,629.86	$ 112,590.52
CITY CLERK	EXEMPT	38	$ 85,039.30	$ 143,698.26
CITY ENGINEER	EXEMPT	36	$ 81,738.23	$ 157,210.40
CIVIL ENGINEER III	EXEMPT	20	$ 51,524.23	$ 87,063.85
CIVIL ENGINEER IV	EXEMPT	24	$ 59,299.33	$ 96,845.08
CLIENT SERVICES COORDINATOR III	EXEMPT	20	$ 51,524.23	$ 87,063.85
CLIENT SERVICES MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
CODE COMPLIANCE MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
COMMUNITY RELATIONS & PROGRAM ADMINSTRATOR	EXEMPT	28	$ 66,629.86	$ 112,590.52
COMMUNITY SERVICES ADMINISTRATION OFFICER	EXEMPT	19	$ 49,636.40	$ 83,873.54
COMPLIANCE OFFICER	EXEMPT	27	$ 64,744.13	$ 109,402.35
CONTRACT ADMINISTRATION MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
CREATIVE ARTS & GRAPHIC DESIGNER	EXEMPT	21	$ 53,412.17	$ 90,255.68
CRIME PROGRAM ANALYST	EXEMPT	20	$ 51,524.23	$ 87,063.85
CULTURAL AFFAIRS PROGRAM COORDINATOR	EXEMPT	18	$ 47,748.56	$ 80,682.35
CULTURAL EVENT AIDE	NON-EXEMPT	7	$ 28,249.00	$ 45,849.28
DEPARTMENT BUDGET COORDINATOR	EXEMPT	18	$ 47,748.56	$ 80,682.35
DEPARTMENT FINANCE COORDINATOR	EXEMPT	18	$ 47,748.56	$ 80,682.35
DEPUTY CITY CLERK	EXEMPT	26	$ 62,858.45	$ 106,213.15
DEPUTY CITY MANAGER	EXEMPT	48	$ 138,067.50	$ 217,556.25
DEPUTY FIRE CHIEF	EXEMPT	36	$ 81,738.23	$ 157,210.40
DEVELOPMENT & CAPITAL MANAGEMENT COORDINATOR	EXEMPT	28	$ 66,629.86	$ 112,590.52
DEVELOPMENT ENGINEER	EXEMPT	28	$ 66,629.86	$ 112,590.52
DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT	EXEMPT	40	$ 89,291.14	$ 151,258.33
DIRECTOR OF COMMUNITY DEVELOPMENT	EXEMPT	40	$ 89,291.14	$ 151,258.33
DIRECTOR OF CONSTRUCTION & FACILITIES MANAGEMENT	EXEMPT	40	$ 89,291.14	$ 151,258.33
DIRECTOR OF CULTURAL AFFAIRS	EXEMPT	38	$ 85,039.30	$ 143,698.26
DIRECTOR OF ENGINEERING SERVICES	EXEMPT	38	$ 85,039.30	$ 143,698.26
DIRECTOR OF FINANCIAL SERVICES	EXEMPT	40	$ 89,291.14	$ 151,258.33
DIRECTOR OF HUMAN RESOURCES	EXEMPT	41	$ 91,180.23	$ 178,022.00
DIRECTOR OF INFORMATION TECHNOLOGY	EXEMPT	40	$ 89,291.14	$ 151,258.33
DIRECTOR OF MANAGEMENT & BUDGET	EXEMPT	38	$ 85,039.30	$ 143,698.26
DIRECTOR OF PARKS AND RECREATION	EXEMPT	40	$ 89,291.14	$ 151,258.33
DIRECTOR OF PARKS AND RECREATION	EXEMPT	36	$ 81,738.23	$ 157,210.40
DIRECTOR OF PROCUREMENT	EXEMPT	38	$ 85,039.30	$ 143,698.26
DIRECTOR OF PUBLIC SAFETY	EXEMPT	46	$ 100,622.20	$ 186,924.13
DIRECTOR OF PUBLIC WORKS	EXEMPT	40	$ 89,291.14	$ 151,258.33
DIRECTOR OF SOCIAL SERVICES	EXEMPT	38	$ 85,039.30	$ 143,698.26
DIRECTOR OF UTILITIES	EXEMPT	43	$ 96,845.14	$ 163,645.01
DIVISION MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
EARLY CHILDHOOD SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
EMERGENCY MANAGEMENT PLANNER	EXEMPT	20	$ 51,524.23	$ 87,063.85
ENGINEERING TECHNICIAN FT	NON-EXEMPT	15	$ 42,082.52	$ 72,835.80
EVENTS SERVICES MANAGER	EXEMPT	22	$ 55,300.41	$ 94,795.08

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Position Title	Exempt Status	Grade	Minimum Salary	Maximum Salary
EVENTS& VENUE PROMOTIONS ADMINISTRATOR	EXEMPT	24	$ 59,299.33	$ 96,845.08
EXECUTIVE ADMINISTRATOR	EXEMPT	19	$ 49,636.40	$ 83,873.54
EXECUTIVE ASSISTANT TO ASSISTANT CITY MANAGER	NON-EXEMPT	15	$ 42,082.52	$ 72,835.80
EXECUTIVE ASSISTANT TO CITY MANAGER	NON-EXEMPT	17	$ 45,859.45	$ 77,899.63
EXECUTIVE ASSISTANT TO DEPARTMENT	NON-EXEMPT	14	$ 40,194.67	$ 67,918.94
EXECUTIVE ASSISTANT TO DIRECTOR	NON-EXEMPT	14	$ 40,194.67	$ 67,918.94
EXECUTIVE ASSISTANT TO FIRE CHIEF	NON-EXEMPT	15	$ 42,082.52	$ 72,835.80
EXECUTIVE ASSISTANT TO POLICE CHIEF	NON-EXEMPT	15	$ 42,082.52	$ 72,835.80
FACILITIES MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
FACILITIES PLANNER	NON-EXEMPT	15	$ 42,082.52	$ 72,835.80
FAMILY SERVICES SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
FIELD SERVICES MANAGER	EXEMPT	28	$ 66,629.86	$ 112,590.52
FIELD SERVICES SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
FIRE CHIEF	EXEMPT	41	$ 91,180.23	$ 178,022.00
FIRE COMM TECHNOLOGIST	EXEMPT	21	$ 53,412.17	$ 90,255.68
FIRE DIVISION CHIEF	EXEMPT	33	$ 76,073.73	$ 148,144.28
FIRE MARSHAL	EXEMPT	31	$ 72,296.78	$ 127,289.63
FISCAL OPERATIONS MANAGER	EXEMPT	26	$ 62,858.45	$ 106,213.15
FISCAL OPERATIONS MANAGER	EXEMPT	26	$ 62,858.45	$ 106,213.15
FLEET SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
FOOD & BEVERAGE SUPVERSIOR	NON-EXEMPT	15	$ 42,082.52	$ 72,835.80
FOOD & BEVERAGE OPERATIONS MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
FOOD & BEVERAGE SERVICES COORDINATOR	NON-EXEMPT	14	$ 40,194.67	$ 67,918.94
GENERAL MANAGER	EXEMPT	30	$ 70,407.69	$ 123,166.05
GIS ANALYST II	EXEMPT	21	$ 53,412.17	$ 90,255.68
GIS DATABASE ADMINISTRATOR II	EXEMPT	21	$ 53,412.17	$ 90,255.68
GRANT/ACCREDITATION MANAGER	EXEMPT	26	$ 62,858.45	$ 106,213.15
GRANTS COORDINATOR	NON-EXEMPT	17	$ 45,859.45	$ 77,899.63
GRANTS MANAGER	EXEMPT	30	$ 70,407.69	$ 123,166.05
HELP DESK MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
HR ANALYST II	EXEMPT	18	$ 47,748.56	$ 80,682.35
HR COORDINATOR	NON-EXEMPT	13	$ 38,305.57	$ 64,727.12
HR GENERALIST	EXEMPT	26	$ 62,858.45	$ 106,213.15
HR MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
HR OFFICER	EXEMPT	24	$ 59,299.33	$ 96,845.08
HR REPRESENTATIVE	EXEMPT	19	$ 49,636.40	$ 83,873.54
HUMAN RESOURCES ASSISTANT	NON-EXEMPT	7	$ 28,249.00	$ 45,849.28
INFORMATION SECURITY MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
INFORMATION SYSTEMS MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
INTERNAL AUDITOR	EXEMPT	38	$ 85,039.30	$ 143,698.26
IT ANALYST I	EXEMPT	19	$ 49,636.40	$ 83,873.54
IT ANALYST II	EXEMPT	21	$ 53,412.17	$ 90,255.68
IT ANALYST III	EXEMPT	22	$ 55,300.41	$ 94,795.08
IT ANALYST PRINCIPAL	EXEMPT	26	$ 62,858.45	$ 106,213.15
LANDSCAPE & GROUNDS SPECIALIST	NON-EXEMPT	17	$ 45,859.45	$ 77,899.63
MARKETING COORDINATOR	NON-EXEMPT	13	$ 38,305.57	$ 64,727.12
MEDIA COORDINATOR	EXEMPT	21	$ 53,412.17	$ 90,255.68
MULTIMEDIA AND BROADCAST MGER	EXEMPT	30	$ 70,407.69	$ 123,166.05
NETWORK & INFRASTRUCTURE SECURITY PLANNER	EXEMPT	24	$ 59,299.33	$ 96,845.08
OFFICE ASSISTANT FT	NON-EXEMPT	6	$ 26,650.00	$ 42,082.40

City of Miramar
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Position Title	Exempt Status	Grade	Minimum Salary	Maximum Salary
OFFICE SPECIALIST	NON-EXEMPT	11	$ 34,529.76	$ 58,347.69
OPERATIONS & LOGICSTICS MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
OPERATIONS LOGISTICS COORDINATOR	NON-EXEMPT	9	$ 30,596.84	$ 51,701.60
OPERATIONS MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
OPERATIONS SERVICE ADMINSTR	EXEMPT	19	$ 49,636.40	$ 83,873.54
OPERATIONS SYSTEM MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
PARKS & RECREATION ADMINISTRATOR	EXEMPT	19	$ 49,636.40	$ 83,873.54
PARKS SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
PLANNER I	NON-EXEMPT	15	$ 42,082.52	$ 72,835.80
PLANNER II	NON-EXEMPT	17	$ 45,859.45	$ 77,899.63
POLICE ADMINISTRATOR	EXEMPT	18	$ 47,748.56	$ 80,682.35
POLICE CAPTAIN	EXEMPT	31	$ 72,296.78	$ 127,289.63
POLICE CHIEF	EXEMPT	41	$ 91,180.23	$ 178,022.00
POLICE MAJOR	EXEMPT	33	$ 76,073.73	$ 148,144.28
POLICE PLANNER	EXEMPT	20	$ 51,524.23	$ 87,063.85
PRINCIPAL BUDGET ANALYST	EXEMPT	26	$ 62,858.45	$ 106,213.15
PRINCIPAL PLANNER	EXEMPT	28	$ 66,629.86	$ 112,590.52
PROCESS IMPROVEMENT ANALYST	EXEMPT	27	$ 64,744.13	$ 109,402.35
PROCUREMENT ANALYST	EXEMPT	22	$ 55,300.41	$ 94,795.08
PROCUREMENT ANALYST II	EXEMPT	23	$ 57,189.88	$ 95,820.08
PRODUCTION & OPERATIONS MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
PRODUCTION ADMINISTRATOR	EXEMPT	26	$ 62,858.45	$ 106,213.15
PRODUCTION MANAGER	EXEMPT	24	$ 59,299.33	$ 96,845.08
PRODUCTION SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
PROGRAM DEVELOPMENT MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
PROGRAM MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
PROGRAM PRODUCER	EXEMPT	30	$ 70,407.69	$ 123,166.05
PROGRAMMING ENGINEER	EXEMPT	29	$ 68,519.84	$ 115,782.74
PROJECT ADMINISTRATOR	EXEMPT	27	$ 64,744.13	$ 109,402.35
PROJECT COORDINATOR	NON-EXEMPT	9	$ 30,596.84	$ 51,701.60
PROJECT MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
PROJECT MANAGER III	EXEMPT	29	$ 68,519.84	$ 115,782.74
PUBLIC INFORMATION OFFICER	EXEMPT	33	$ 76,073.73	$ 148,144.28
PW OUTREACH ADMINISTRATOR	EXEMPT	19	$ 49,636.40	$ 83,873.54
RECEPTIONIST	NON-EXEMPT	6	$ 26,650.00	$ 42,082.40
RECYCLING COORDINATOR	NON-EXEMPT	13	$ 38,305.57	$ 64,727.12
REGIONAL PARK MANAGER	EXEMPT	24	$ 59,299.33	$ 96,845.08
REGULATORY COMPLIANCE SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
REPORTING & TRAINING OFFICER	EXEMPT	24	$ 59,299.33	$ 96,845.08
RISK MANAGEMENT CLAIMS ANALYST	EXEMPT	24	$ 59,299.33	$ 96,845.08
SENIOR BUDGET ANALYST	EXEMPT	22	$ 55,300.41	$ 94,795.08
SENIOR ADMINISTRATIVE MANAGER	EXEMPT	30	$ 70,407.69	$ 123,166.05
SENIOR COMMUNICATIONS MANAGER	EXEMPT	30	$ 70,407.69	$ 123,166.05
SENIOR HR MANAGER	EXEMPT	30	$ 70,407.69	$ 123,166.05
SENIOR PLANNER	EXEMPT	21	$ 53,412.17	$ 90,255.68
SENIOR PROCUREMENT ANALYST	EXEMPT	24	$ 59,299.33	$ 96,845.08
SENIOR SALES MANAGER	EXEMPT	30	$ 70,407.69	$ 123,166.05
SENIOR SERVICES SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
SENIOR TALENT ACQUISITION SPECIALIST	EXEMPT	26	$ 62,858.45	$ 106,213.15
SOCIAL MEDIA MANAGER	EXEMPT	24	$ 59,299.33	$ 96,845.08

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Position Title	Exempt Status	Grade	Minimum Salary	Maximum Salary
SOCIAL SERVICES OPERATIONS MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
SOCIAL SERVICES PROGRAM COORD	EXEMPT	18	$ 47,748.56	$ 80,682.35
SOCIAL SERVICES PROGRAM MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
SOLID WASTE MANAGER	EXEMPT	24	$ 59,299.33	$ 96,845.08
SOLID WASTE TECHNICIAN	NON-EXEMPT	11	$ 34,529.76	$ 58,347.69
SR MARKETING & PU LIC REL MANAGER	EXEMPT	30	$ 70,407.69	$ 123,166.05
STRATEGIC ADMINISTRATION OFFICER	EXEMPT	41	$ 91,180.23	$ 178,022.00
STRATEGIC DEVELOPMENT OFFICER	EXEMPT	34	$ 77,960.53	$ 140,874.98
STRATEGIC PLANNING ADMINISTRATOR	EXEMPT	24	$ 59,299.33	$ 96,845.08
STRATEGIC PLANNING MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
STREETS & DRAINAGE ENGINEER	EXEMPT	31	$ 72,296.78	$ 127,289.63
TELECOMMUNICATIONS MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
TRAINING & DEVELOPMENT COORDINATOR	EXEMPT	19	$ 49,636.40	$ 83,873.54
TRAINING COORDINATOR	NON-EXEMPT	17	$ 45,859.45	$ 77,899.63
TRAINING SPECIALIST	NON-EXEMPT	17	$ 45,859.45	$ 77,899.63
TRANSPORTATION ADMIN SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
TRANSPORTATION COORDINATOR	NON-EXEMPT	13	$ 38,305.57	$ 64,727.12
TRANSPORTATION MANAGER	EXEMPT	24	$ 59,299.33	$ 96,845.08
TREASURER/ACCOUNTS PAYABLE MANAGER	EXEMPT	34	$ 77,960.53	$ 140,874.98
UASI INVENTORY COORDINATOR	NON-EXEMPT	17	$ 45,859.45	$ 77,899.63
UASI PROGRAM MANAGER	EXEMPT	20	$ 51,524.23	$ 87,063.85
UTILITY BILLING MANAGER	EXEMPT	22	$ 55,300.41	$ 94,795.08
UTILITY BILLING SUPERVISOR	NON-EXEMPT	16	$ 43,971.61	$ 74,301.08
UTILITY ENGINEER	EXEMPT	29	$ 68,519.84	$ 115,782.74
UTILITY FIELD OPERATIONS MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
UTLITY SERVICE ADMINISTRATOR	EXEMPT	19	$ 49,636.40	$ 83,873.54
VICTIM ADVOCATE II	NON-EXEMPT	15	$ 42,082.52	$ 72,835.80
WASTEWATER COLLECTION SYSTEM SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
WATER RESOURCES MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
WATER SYSTEM SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54

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Position Title	Exempt Status	Grade	Minimum Salary	Mininum Hourly Rate
AQUATIC ATTENDANT - PT	NON-EXEMPT	PT	19,500.00	12.50
BANQUET SERVER	NON-EXEMPT	PT	23,400.00	15.00
BARTENDER	NON-EXEMPT	PT	23,400.00	15.00
BOX OFFICE ASSISTANT-PT	NON-EXEMPT	PT	19,843.20	12.72
BUILDING MAINTENANCE TRAINEE	NON-EXEMPT	PT	19,500.00	12.50
CHEF	NON-EXEMPT	PT	23,400.00	15.00
CLIENT SERVICES COORD PT	NON-EXEMPT	PT	28,080.00	18.00
CONTRACT PROJECT MANAGER	EXEMPT	PT	59,997.60	38.46
CONTRACTOR	NON-EXEMPT	PT	32,760.00	21.00
CULTURAL ARTS AIDE - PART-TIME	NON-EXEMPT	PT	19,500.00	12.50
CUSTODIAN - PART-TIME	NON-EXEMPT	PT	19,500.00	12.50
CUSTOMER SERVICE SUPPORT	NON-EXEMPT	PT	28,080.00	18.00
DATA ENTRY CLERK	NON-EXEMPT	PT	23,400.00	15.00
EARLY CHILDHOOD HOUSEKEEPING AIDE PT	NON-EXEMPT	PT	19,500.00	12.50
EARLY CHILDHOOD AIDE II - PT	NON-EXEMPT	PT	20,124.00	12.90
EARLY CHILDHOOD AIDE III - PT	NON-EXEMPT	PT	20,748.00	13.30
EARLY CHILDHOOD INSTRUCT I PT	NON-EXEMPT	PT	21,450.00	13.75
EARLY CHILDHOOD INSTRUCT II PT	NON-EXEMPT	PT	22,230.00	14.25
EARLY CHLD CURR SPECIALIST PT	NON-EXEMPT	PT	22,308.00	14.30
EDUCATION INSTRUCTOR - PT	NON-EXEMPT	PT	31,200.00	20.00
EVENT AIDE-PT	NON-EXEMPT	PT	19,500.00	12.50

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Position Title	Exempt Status	Grade	Minimum Salary	Mininum Hourly Rate
FIELD SERVICE WORKER-PT	NON-EXEMPT	PT	19,500.00	12.50
GRANT ASSISTANT-PT	NON-EXEMPT	PT	23,400.00	15.00
GRANT ANALYST-PT	NON-EXEMPT	PT	32,760.00	21.00
HR COORDINATOR PT	NON-EXEMPT	PT	28,080.00	18.00
LEAD USHER	NON-EXEMPT	PT	19,500.00	12.50
LEGISLATIVE SECRETARY- PT	NON-EXEMPT	PT	34,320.00	22.00
LIFEGUARD - PART-TIME	NON-EXEMPT	PT	21,060.00	13.50
MAINTENANCE TRAINEE - PT	NON-EXEMPT	PT	19,500.00	12.50
MAINTENANCE WORKER-PT	NON-EXEMPT	PT	21,418.80	13.73
MIS ANALYST II-PT	NON-EXEMPT	PT	54,600.00	35.00
MIS LABOR TEMP	NON-EXEMPT	PT	19,500.00	12.50
OFFICE AIDE III	NON-EXEMPT	PT	20,748.00	13.30
PARK AIDE II - PT	NON-EXEMPT	PT	20,124.00	12.90
PARK AIDE III - PT	NON-EXEMPT	PT	20,748.00	13.30
PARK RANGER - PT	NON-EXEMPT	PT	21,450.00	13.75
POLICE OFFICER-PT	NON-EXEMPT	PT	34,226.40	21.94
PRIME ANALYST	NON-EXEMPT	PT	38,251.20	24.52
PROCESS IMPROVEMENT ANALYST PT	EXEMPT	PT	47,377.20	30.37
PRODUCTION ASSISTANT-PT	NON-EXEMPT	PT	23,400.00	15.00
RECREATION AIDE I - PT	NON-EXEMPT	PT	19,500.00	12.50
RECREATION AIDE II - PT	NON-EXEMPT	PT	20,124.00	12.90

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Position Title	Exempt Status	Grade	Minimum Salary	Mininum Hourly Rate
RECREATION AIDE III - PT	NON-EXEMPT	PT	20,748.00	13.30
SENIOR PROCURE ANALYST - PT	NON-EXEMPT	PT	43,383.60	27.81
SOCIAL SERVICES AIDE I	NON-EXEMPT	PT	19,500.00	12.50
SOCIAL SERVICES AIDE II - PT	NON-EXEMPT	PT	20,124.00	12.90
SOCIAL SERVICES AIDE III - PT	NON-EXEMPT	PT	20,748.00	13.30
SPECIAL EVENTS AIDE	NON-EXEMPT	PT	19,500.00	12.50
STAGE ASSISTANT I	NON-EXEMPT	PT	24,960.00	16.00
STAGE ASSISTANT II	NON-EXEMPT	PT	28,080.00	18.00
STAGE ASSISTANT III	NON-EXEMPT	PT	34,320.00	22.00
STAGE ASSISTANT IV	NON-EXEMPT	PT	35,880.00	23.00
UTILITIES INTERN	NON-EXEMPT	PT	19,500.00	12.50
WATER SAFETY INSTRUCTOR - PT	NON-EXEMPT	PT	25,740.00	16.50

8.
QUASI-JUDICIAL
March 2, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: March 2, 2016

Second Reading Date:

Presenter's Name and Title: Eric Silva, Director, on behalf of Community of Economic Development Department

Temp Reso Number: 5983

Item Description: Temp. Reso. No. 5983, CONSIDERING APPLICATION NO. 1503202, CONDITIONAL USE APPROVAL FOR THE EXPANSION OF THE EXISTING CONDITIONAL USE OF THE CHEVRON SERVICE STATION, LOCATED AT 3100 SOUTHWEST 148 AVENUE. (Community and Economic Development Director Eric Silva)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☒ Public Hearing ☐

Summary Explanation and Background: The existing Chevron service station was approved in 1998 and built in 1999. The applicant is seeking approval for the expansion of the existing conditional use. There are currently 6 fuel pumps (12 service positions) on site. The applicant is proposing to add 4 more fuel pumps and bring the total to 10 fuel pumps (20 service positions).

Instructions for the Office of the City Clerk: None

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on 2/17/16 and/or by sending mailed notice to property owners within 1,000 feet of the property on 2/17/16. (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☐ No ☒

REMARKS:

Content:
- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 5983**
- **Attachment(s)**
  - **Attachment 1: Location Map**
  - **Attachment 2: Development Review Report**
  - **Attachment 3: Site Plan**
  - **Attachment 4: Planning and Zoning Board Minutes**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Eric Silva, Director of Community & Economic Development

DATE: January 19, 2016

RE: Temp. Reso. No. 5983, conditional use approval for the expansion of the existing conditional use of the Chevron service station located at 3100 Southwest 148 Avenue.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5983, Application No. 1503202, conditional use approval for the Chevron service station, subject to the approval of related variance application. The approval of this conditional use permit for a fuel service station with mini-market/convenience store is based upon the one-page site plan for Sunshine Gasoline Distributors, Inc., a Florida Corporation, for the subject property, prepared by MDM engineering, environmental, and construction of Deerfield Beach, FL, under OB #14236, dated 9/2/14, with a last date of revisions of 11/19/15. The conditional use is granted subject to the following conditions:

(1) All applicable state and federal permits must be obtained before commencement of the development subject to this approval.

(2) Prior to the issuance of a Certificate of Completion, the applicant shall ensure that the store provide for natural surveillance capability (visibility from the outside), consistent with Crime Prevention Through Environmental Design ("CPTED") principles, including the placement of employees near the front of the store and prohibition of merchandise displays and signage from obstructing visibility from the outside.

(3) Prior to the issuance of the Certificate of Completion, the applicant shall install security cameras and interior lighting, and shall comply with Chapter 562 "Beverage Law: Enforcement", Chapter 565 "Liquor," and Section 812.173, Florida Statutes (the "Convenience Business Security Act").

(4) Prior to the issuance of the Certificate of Completion, warning signs shall be posted authorizing Miramar police officers to arrest for trespassing.

(5) Open containers of alcoholic beverages shall be prohibited on the premises, including the parking lot. Signs shall be posted within the store advising customers of the prohibition, prior to the issuance of a Certificate of Completion. Signage shall be in conformance with the City of Miramar sign code and design standards and with state statutes.

ISSUE: City Commission approval is required for the approval of a conditional use on a property within the City.

BACKGROUND: The existing Chevron service station was approved with a conditional use in 1998 and built in 1999 with a convenience store, an automatic car wash and 6 fuel pumps (12 service positions).

The applicant has submitted an application for a site plan amendment and a variance to allow for the proposed 10 fuel pumps (20 service positions). The only modifications to the site will be an extension of the canopy on both ends, which will adequately accommodate coverage of the 10 fuel pump stations, and for the re-allocation of parking spaces (*see Attachment 3*).

The applicant has submitted a conditional use application because Land Development Code Section 503.9.1 requires that any expansion to an approved conditional use and any addition to or expansion of an existing conditional use shall require the same application, review and approval as required for the original approval of the conditional use.

The Development Review Committee recommended approval of the conditional use with conditions on December 3, 2015 and the variance on January 14, 2016. The Planning and Zoning Board recommended approval of the conditional use with conditions on January 12, 2016 (*see Attachment 4*). A community meeting was held the same evening as the Planning and Zoning Board and no residents or business owners from adjacent properties were present.

Temp. Reso. No. 5983
1/19/16
2/18/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, CONSIDERING APPLICATION NO. 1503202, CONDITIONAL USE APPROVAL FOR THE EXPANSION OF THE EXISTING CONDITIONAL USE OF THE CHEVRON SERVICE STATION LOCATED AT 3100 SOUTHWEST 148 AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Sunshine Gasoline Distributors, has submitted a complete application for conditional use review as provided for in Section 503 of the Land Development Code ("LDC"); and

WHEREAS, the Development Review Committee ("DRC") has reviewed the conditional use application pursuant to Section 503.4 of the LDC and made a determination that the conditional use is in substantial conformance with the requirements therein; and

WHEREAS, the applicant has complied with the courtesy notice requirements of Section 501.11 of the LDC; and

WHEREAS, the City Manager and the Planning and Zoning Board recommend approval; and

WHEREAS, the City Commission finds that the approval of the conditional use is in the best interest of the citizens and residents of the City of Miramar, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it finds that the conditional use application for the Chevron service station is in substantial compliance with the requirements of Section 511 of the Land Development Code and is approved on property lying in the State of Florida, County of Broward, to wit:

> A parcel of land being a portion of Parcel "A", Country Lakes – Section 3, as recorded in Plat book 148, Page 17, Public Records of Broward County, Florida, more particularly described as follows:
>
> Beginning at the Southeast corner of said Parcel "A"; thence along the South Line of said Parcel "A" the following three courses: (1) South 89°29'40" West, 212.71 feet; (2) South 00°30'25" East 1.00 foot; (3) North 86°13'08" West, 6.17 feet; thence North 01°46'15" West, 296.70 feet; thence North 88°13'45" East, 218.82 feet to the centerline of a 60-foot access opening on the East line of said Parcel "A" as shown on said plat; thence South 01°46'15" East, along the East line, 301.00 feet to the Point of Beginning. (commonly known as 3100 Southwest 148th Avenue, Miramar, FL).

The approval of this conditional use permit for a fuel service station with mini-market/convenience store is based upon the one-page site plan for Sunshine Gasoline Distributors, Inc., a Florida Corporation, for the subject property, prepared by MDM engineering, environmental, and construction of Deerfield Beach, FL, under OB #14236,

dated 9/2/14, with a last date of revisions of 11/19/15. Approval of the conditional use is subject to approval of the variance application for ten (10) fuel pumps.

Section 3: That the following conditions shall apply to this approval:

(1) All applicable state and federal permits must be obtained before commencement of the development subject to this approval.

(2) Prior to the issuance of a Certificate of Completion, the applicant shall ensure that the store provide for natural surveillance capability (visibility from the outside), consistent with Crime Prevention Through Environmental Design ("CPTED") principles, including the placement of employees near the front of the store and prohibition of merchandise displays and signage from obstructing visibility from the outside.

(3) Prior to the issuance of the Certificate of Completion, the applicant shall install security cameras and interior lighting, and shall comply with Chapter 562 "Beverage Law: Enforcement," Chapter 565 "Liquor," and Section 812.173, Florida Statutes (the "Convenience Business Security Act"):

(4) Prior to the issuance of the Certificate of Completion, warning signs shall be posted authorizing Miramar police officers to arrest for trespassing.

(5) Open containers of alcoholic beverages shall be prohibited on the premises, including the parking lot. Signs shall be posted within the store advising customers of the prohibition, prior to the issuance of a Certificate of Completion. Signage shall be in conformance with the City of Miramar sign code and design standards and with state statutes.

Section 4 That it approves Application 1503202, Conditional Use Approval for the Chevron Gas Station expansion, located at 3100 Southwest 148 Avenue, as per the application approved by the DRC on December 3, 2015, a conditional use for fuel service station with mini-market/convenience store.

Section 5: That issuance of this approval by the City does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the approval if the applicant fails to obtain the requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in the violation of state or federal law. All applicable state and federal permits must be obtained before commencement of the development. This condition is included pursuant to Section 166.033, Florida Statutes, as amended.

Section 6: That failure to adhere to the approval terms and conditions contained in this Resolution shall be considered a violation of this Resolution and the City Code, and persons found violating this Resolution shall be subject to the penalties prescribed by the City Code, including but not limited to the revocation of any of the approval(s) granted in this Resolution and any other approvals conditioned on this approval. The applicant understands and acknowledges that it must comply with all other applicable requirements of the City Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the City at any time upon a determination that the applicant is in non-compliance with the City Code.

Temp. Reso. No. 5983
1/19/16
2/18/16

Section 7: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

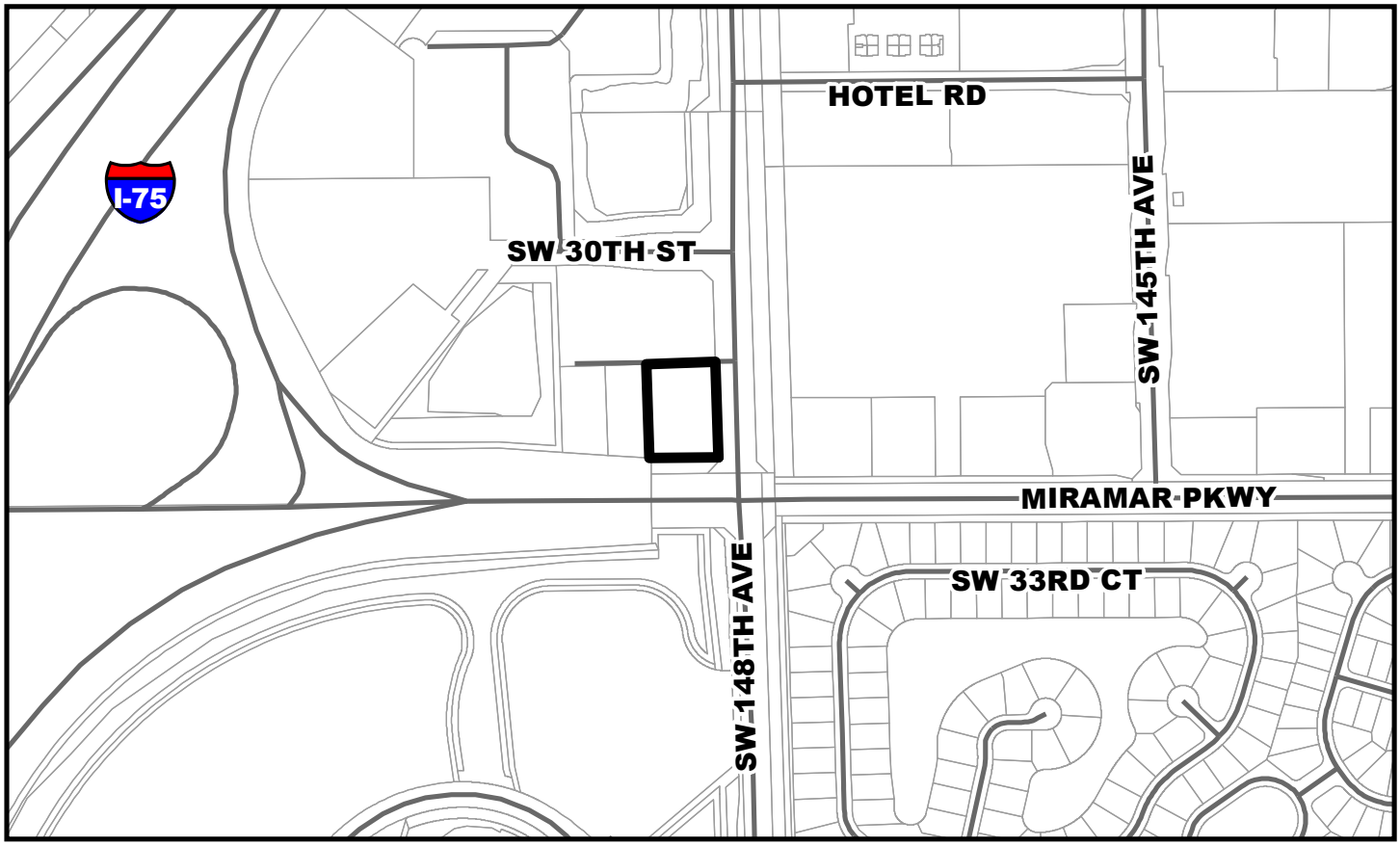
I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

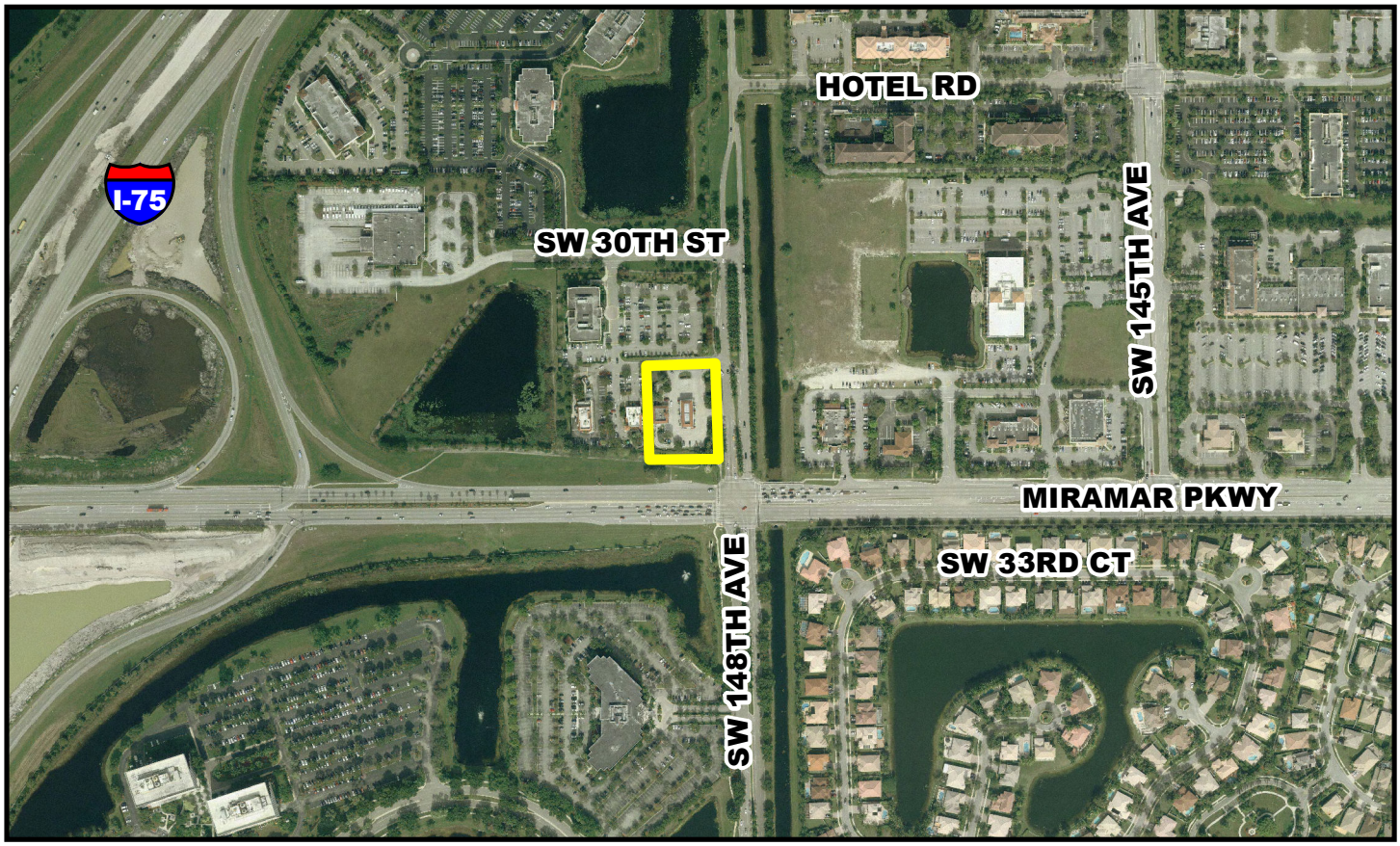
_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

Location Map/Aerial View
CU 1503202

Attachment 1





ATTACHMENT 2
Application: 1503202
Date: 1/4/16
Project Manager: Deyman Rodriguez

City of Miramar
Community Development Department
Development Review Report

I) Project Summary

Application Number: 1503202, Conditional Use for Sunshine Gasoline Distributors to increase the number of pumps currently allowed on site from 6 fueling pumps (12 service positions) to 10 fueling pumps (20 service positions). This subject property contains an existing gasoline service station with convenience store and an automatic car wash.

Application Summary: The Applicant seeks only to expand the existing fueling service within the development. Currently on site, 6 multiservice pumps are located on 3 pump islands and under the same canopy. The proposed expansion (which includes a larger canopy) is to allow 4 more pumps located on two additional pump islands to be situated north and south of the existing pump islands.

Even though the Applicant will not be changing any of the building footprint regarding the existing convenience store and car wash, the purpose of the conditional use is to allow for higher intensity regarding the fueling pumps, and expansion of canopy which shall require the same application, review and approval as required for the original approval of the conditional use as stated on Land Development Code *Section 503.9.*

Agent:

Paul Lingerfeldt
3251 Southwest 13 Drive, Suite D
Deerfield Beach, FL 33442
Phone: (954) 427-3076
Email: paul.lingerfeldt@mdmservices.com

Owner: Maximo Alvarez
Sunshine Gasoline Distributors
3100 Southwest 148 Avenue
Miramar, FL 33027
Phone: (305) 477-5800
Email: lago@sunshinegasoline.com

Related Application(s): 1503201 for Site Plan Amendment
1503203 for Variance

II) Site Data

Site Location: 3100 Southwest 148 Avenue

Land Use Plan Designation: Commercial

Zoning District: B-2, Community Business

Existing Use: Fueling Station with convenience store, and automatic car wash

Proposed Uses of Property: To remain a fueling station, no change to existing carwash and convenience store footprint

Area: 1.50 acres

Adjacent properties:

	Existing Use	Zoning	Land Use Plan
North	Miramar Medical Office Building	B-2	Commercial
East	Canal; La Carreta Restaurant	B-2	Commercial
South	Miramar Parkway, major roadway; Huntington Square Office Park	Miramar Pkwy; B-2	Commercial
West	Pollo Tropical, drive-thru Restaurant	B-2	Commercial

III) Review Criteria

Conditional uses are generally not compatible with the other land uses permitted in a specific zoning district, but may be permitted following individual review as to their number, location, design, configuration, and/or methods and hours of operation with careful consideration of the public need for the particular use at the particular location proposed, as well as the need for the imposition of

individualized conditions in order to ensure that the use is compatible with the surrounding neighborhoods and appropriate at a particular location. Per Section 503.3 of the Code, all proposed conditional uses shall meet each of the following standards:

a) The proposed use shall be consistent with the Comprehensive Plan;

Applicant's Response: The proposed addition will allow for less congestion and waiting at the pump island area during peak fueling hours. The proposed addition is consistent with the existing approved use which is consistent with the Comprehensive Plan.

Staff's Evaluation: The Land Use designation for the subject site is "Commercial." Policy 1.4a of the Future Land Use Element allows neighborhood, community and regional sales and service on Commercial property. The subject site is also located in an area that primarily serves the surrounding industrial and employment centers and residential communities. Additionally, because the footprint of the convenience store and carwash will remain the same, and because Land Development Code Section 705.3.2 and 713.19 permit this use, subject to limitations, the proposed use would be consistent with the Comprehensive Plan.

b) The establishment, maintenance or operation of the proposed use shall not be detrimental to or endanger the public health, safety, comfort, or general welfare;

Applicant's Response: The establishment, maintenance and operation of the proposed use will not be detrimental or endanger the public health, safety, comfort or general welfare of city residents or general public. The proposed facility will supply additional service to the area and remain aesthetically pleasing to the motoring public and city residents.

Staff's Evaluation: Gas stations are heavily regulated and are generally not considered detrimental to the public health, safety, comfort, or general welfare when built in accordance with federal, state, and local codes. The parcel is currently developed as a gas station with six fuel pumps under a canopy, a convenience store and an automatic car wash. This site is consistent with relative requirements of the City's code including Section 713.19(1) regarding the proximity and location of uses for gasoline retail sales within a given geographic area city-wide.

c) The proposed use shall be consistent with the existing natural environment and community character of the immediate neighborhood of the proposed use;

Applicant's Response: The proposed use will be in harmony with the existing natural environment and the community character of the immediate neighborhood. The site sits within an area of existing community business parcels and is a simple addition to an existing business use. The property will maintain the architectural theme and attractive landscaping already established.

Staff's Evaluation: The existing development was subject to the Site Plan review process and the Community Appearance Board when it was first built. The proposed changes will only affect the extension of the canopy, and so the proposed use would remain consistent

with the existing natural environment and community character of the immediate neighborhood.

d) *Utilities, roadway capacity, drainage, and other necessary public facilities, including police, fire, emergency services, shall exist at the city's adopted level of service, or will be available prior to issuance of any certificate of occupancy;*

Applicant's Response: The proposed development has adequate services for storm drainage, water, sewer, fire protection, FPL power and telephone services. All the existing utilities and services to the existing development are adequate and will remain unaffected by the proposed addition.

Staff's Evaluation: Infrastructure exists on site; it has been analyzed for sufficiency during the site plan review process and capacity will be ensured prior to the issuance of any certificate of occupancy. Additionally, the site is platted and an access roadway exists.

e) *Adequate measures exist or shall be taken to provide safe ingress and egress to the proposed use, for both vehicles and pedestrians, in a manner that minimizes traffic congestion in the public streets and the use may not result in a significantly greater amount of traffic on local streets than would result from a development permitted by right;*

Applicant's Response: Existing conditions for site access are adequate and occur from already established driveways on Southwest 148 Avenue and two on Keith Circle. These access points will remain unchanged.

Staff's Evaluation: As the applicant has stated, the ingress and egress points will remain as established. The internal flow of traffic within the development has been re-evaluated, and staff finds that with the proposed extension of the canopy and fueling pumps, the internal traffic circulation will not likely affect or impede the ingress or egress points. Additionally, the site currently has three full access points, which shall continue to serve to relieve congestion, whether internal or external.

f) *The establishment of the conditional use shall not impede the development and improvement of surrounding properties for uses permitted in the zoning district nor have a negative impact on the value of those properties;*

Applicant's Response: The establishment of the conditional use shall not impede the development or improvement of the surrounding properties. The proposed development will complement the surrounding properties, provide additional fueling positions to alleviate congestion at the pump islands and blend with the existing use and surrounding uses.

Staff's Evaluation: Staff finds that the establishment of the conditional use will not impede the development and improvement of surrounding properties. The location of this fueling service station is in an area of high commercial traffic, and so increasing the fueling capacity will facilitate access to this service which in hand will add value to the land.

g) *The design of the proposed use shall minimize adverse effects, including noise, light dust or other potential nuisances, of the proposed use on adjacent property through the use of building orientation, setbacks, buffers, landscaping and other design criteria;*

Applicant's Response: The design of the proposed addition will be in harmony with the existing facility, meet all City CAB criteria, and expand existing fueling services to create a better internal traffic flow, especially during peak fueling hours. This should enhance the level of services within the facility and the existing business development.

Staff's Evaluation: During the original Site Plan process, the applicant was also subject to meet all City Community Appearance design criteria. The site still meets all previous code requirements, except for the Intensity Standards of Section 713.19, from which the applicant is seeking a variance to increase the amount of gas pumps from six to ten. Because the applicant will not be changing the footprint of the existing carwash or convenience store, and the extension of the canopy will remain within the appropriate setbacks, staff finds that the proposed use will not present any potential nuisance to the surrounding community.

h) *The use shall not have an adverse impact on the economic stability of the neighborhood.*

Applicant's Response: The addition will not have any adverse impact on the economic stability of the adjacent uses or the neighborhood.

Staff's Evaluation: Staff does not believe the use would have an adverse impact on the economic stability of the neighborhood.

i) *The land area must be sufficient, appropriate and adequate for the proposed use.*

Applicant's Response: The land, current use and proposed addition to this use is appropriate and will not adversely affect the health, safety and welfare of the City of Miramar or its residents.

Staff's Evaluation: The location for this site has been previously approved for this use per Section 713.19(1) Location Criteria. There is a pending Variance approval (application 1503203) for the number of fuel pumps. Due to the extension of the canopy to accommodate more pumps being the only portion of the site subject to modification on this 1.50 acre site, staff finds that the land area will be sufficient, appropriate and adequate for the proposed use.

IV) Development Review Committee (DRC)

The DRC recommended approval with conditions on December 3, 2015.

V) Community Meeting

The community meeting was held on Tuesday, January 12, 2016 at 6:00 PM. No one from the public was in attendance.

VI) Planning and Zoning Board Meeting

The Planning and Zoning Board recommended approval with conditions on Tuesday, January 12, 2016 at 6:30 PM.

VII) Staff Recommendation

Staff recommends approval with the following conditions:

1. All applicable state and federal permits must be obtained before commencement of the development subject to this approval.

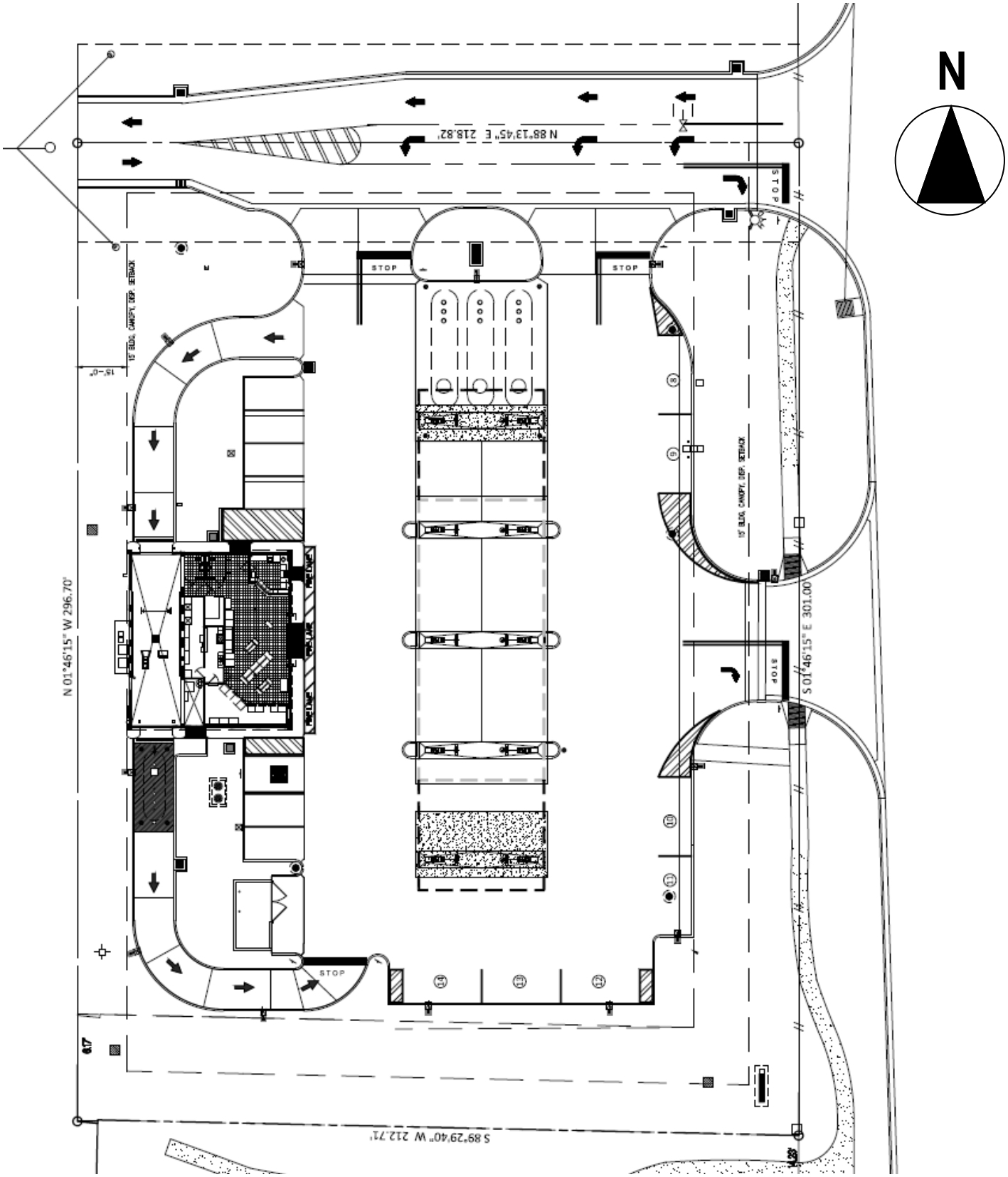
2. Prior to the issuance of a Certificate of Completion, the applicant shall ensure that the store provide for natural surveillance capability (visibility from the outside), consistent with Crime Prevention Through Environmental Design ("CPTED") principles, including the placement of employees near the front of the store and prohibition of merchandise displays and signage from obstructing visibility from the outside.

3. Prior to the issuance of the Certificate of Occupancy and Zoning Certificate of Use, the applicant shall install security cameras and interior lighting, and shall comply with Chapter 562 "Beverage Law: Enforcement," Chapter 565 "Liquor," and Section 812.173, Florida Statutes (the "Convenience Business Security Act"):

4. Prior to the issuance of the Certificate of Completion, warning signs shall be posted authorizing Miramar police officers to arrest for trespassing.

5. Open containers of alcoholic beverages shall be prohibited on the premises, including the parking lot. Signs shall be posted within the store advising customers of the prohibition, prior to the issuance of a Certificate of Completion. Signage shall be in conformance with the City of Miramar sign code and design standards and with state statutes.

Attachment 3



Attachment 4

MINUTES OF THE CITY OF MIRAMAR
PLANNING AND ZONING BOARD MEETING

JANUARY 12, 2016	**6:30 P.M.**

The meeting of the Planning and Zoning (P&Z) Board was called to order by Vice Chairperson Thompson at 6:36 p.m. in the Miramar City Commission Chambers, Miramar City Hall, at 2300 Civic Center Place, Miramar, Florida, 33025.

I. ROLL CALL

The following members of the Planning and Zoning Board were present:

Matthew Thompson, Vice Chairperson
Nasif Alshaier
Thomas Fabricio
Dennis Hinds
Debra Scialabba

The following members of the Planning and Zoning Board were absent:

Dr. Venessa Walker, Chairperson (Excused)
Catherine A. Minnis

A quorum was declared.

The following were also present:

Paul R. Gougelman, City Attorney
Michael Alpert, Principal Planner
Elsi Rose, Development & Capital Management Coordinator
Matthue Goldstein, Senior Planner
Frensky Magny, Assistant Planner
Clint M. Conliffe, Clerk
Deanna Allamani, Recording Secretary

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF MINUTES

- December 8, 2015

Vice Chairperson Thompson asked for a motion to approve the minutes of December 8, 2015; on a motion by Member Alshaier, seconded by Member Hinds, the following vote was recorded:

AYE: Vice Chairperson Thompson, Members Alshaier, Fabricio, Hinds, and Scialabba

ABSENT FOR VOTE: Chairperson Walker and Member Minnis

MOTION PASSED: 5-0

IV. QUASI-JUDICIAL PUBLIC HEARING

Attorney Gougelman reviewed the guidelines for quasi-judicial items, swearing in any persons wishing to speak on items 1, 2, and 3.

1. **Application #1501353: SpringHill Suites Hotel Conditional Use:** The applicant proposes the construction of a six (6) story, 124 room SpringHill Suites hotel with 132 parking spaces, on a 2.94 acre site located within the Miramar Park of Commerce Phase V Plat. Land Development Code Section 706.3.2(j) requires that proposed hotels within a Planned Industrial District (PID) zoning designation are permitted as a Conditional Use, subject to the requirements of B2 (Community Business) zoning district standards.

Presenter: Elsi Rose, Development & Capital Management Coordinator

Vice Chairperson Thompson asked Board members to disclose any *ex parte* communication regarding the subject application and received none.

Elsi Rose reviewed the details of the proposed application, as detailed in the backup. City staff recommended approval.

Member Scialabba wondered if the proposed building would include a lounge, along with the conference room.

Alicia Lewis, the applicant's representative, replied there would be a lounge area in the entrance of the hotel.

Vice Chairperson Thompson opened the discussion to the public and received no input.

Vice Chairperson Thompson asked for a motion to approve Application #1501353; on a motion by Member Scialabba, seconded by Member Alshaier, the following vote was recorded:

AYE: Vice Chairperson Thompson, Members Alshaier, Fabricio,

Hinds, and Scialabba

ABSENT FOR VOTE: Chairperson Walker and Member Minnis

MOTION PASSED: 5-0

2. **Application #1503202: Chevron Gas Station Conditional Use:** The applicant is requesting Conditional Use approval for a modification of the site to increase the intensity standards that currently limit the amount of gas pumps that exist on the property. Currently, there are 6 fuel pumps (12 service locations) on site; the applicant is proposing 10 fuel pumps (20 service locations). Land Development Code ("LDC") Section 705.3.1 (t) permits fuel service stations in B-2 Zoning, if first approved as a conditional use. LDC Section 503.9.1 requires that any expansion to an approved conditional use and any addition to or expansion of an existing conditional use shall require the same application, review and approval as required for the original approval of the conditional use.

Presenter: Frensky Magny, Assistant Planner

Vice Chairperson Thompson asked Board members to disclose any *ex parte* communications related to the subject application and received none.

Assistant Planner Frensky Magny went over the proposed application, as detailed in the backup. City staff recommended approval with conditions as noted.

Member Fabricio sought clarification as to the device to be installed to increase the pump capacity from 12 to 20.

Mr. Magny explained the applicant would be expanding their canopy to allow the addition of more fuel pumps.

Member Hinds asked about the public hearing held at 6:00 p.m., just prior to the present meeting, for which Staff stated that no members of the public attended.

Mr. Magny affirmed this to be the case. The meeting was held in the Commission Chambers.

Principal Planner Michael Alpert added the public hearing was typically held in the City Hall lobby, and if there were a large number of attendees, the hearing was moved into the Commission Chambers. Property owners of the affected community were appropriately notified of the public hearing within a 1,000-foot radius of the subject site, and that area to which notices were sent captured a portion of homes in Windsor Palms, but that those covered in the radius area were mostly commercial property owners. City staff did not actually expect a large turnout from the public, as this was an existing Chevron station, so the surrounding community was already aware of its location. Mr. Alpert stated the practice when such public hearings were called was to wait 15 to 20 minutes, sometimes 30, from the scheduled time of the meeting, and to discontinue the

meeting if no members of the public showed up, as was the case in the subject instance.

Member Hinds asked how property owners were notified.

Mr. Alpert indicated they received a notice in the mail, and a hearing sign was posted directly and visibly on the property in question.

Member Scialabba mentioned the subject Chevron was built in 1999, asking when the new regulations went into effect for gas pumps to be double walled, etc. She thought there were updated federal regulations affecting gas station pumps, asking if the new pumps would be constructed and installed according to current federal regulations.

Mr. Alpert noted he was aware of regulations instituted in 2010 requiring all gas stations to be in conformance with federal and state statutes regarding contamination, etc.

Paul Lingerfeldt, engineer, the applicant's representative, replied the existing Chevron was currently in complete compliance with State and County regulations, including double walled tanks and piping, monitoring, tank gauging, automatic detection, etc. The four new pumps being proposed were the same as the pumps installed in 2010.

Member Scialabba questioned if when the new regulations were passed in 2010, were the existing pumps at the subject Chevron updated as required?

Mr. Lingerfeldt answered yes, the pumps were upgraded a little earlier than the 2010 deadline; they were updated to double walled fiberglass.

Vice Chairperson Thompson opened the discussion to the public and received no input.

Vice Chairperson Thompson asked for a motion to approve Application #1503202 with conditions as stated in the backup; on a motion by Member Scialabba, seconded by Member Alshaier, the following vote was recorded:

AYE: Vice Chairperson Thompson, Members Alshaier, Fabricio, Hinds, and Scialabba

ABSENT FOR VOTE: Chairperson Walker and Member Minnis

MOTION PASSED: 5-0

Member Fabricio asked if the motion passed included all staff conditions as stated in the backup.

Member Scialabba indicated her motion to approve the application was with the understanding that staff conditions, as presented in the backup, were included.

Mr. Gougelman reminded the Board that in his explanation of the City's quasi-judicial

rules, it was stated that for the items presented by staff to the Board for approval, all recommended conditions of approval were included unless otherwise stated.

3. **Application #1505806: TowerCom monopole tower Variance:** The applicant is requesting a setback variance for a proposed 140-foot wireless telecommunication monopole (tower) located at 7950 Riviera Boulevard on the Safeguard Self-Storage property. The new facility will be located within the retention area of the property on the eastern side.

   Presenter: Frensky Magny, Assistant Planner

Vice Chairperson Thompson asked Board members to disclose any *ex parte* communications

Mr. Magny reviewed the details of the proposed application, as detailed in the backup. City staff recommended approval.

Member Scialabba recalled a previous application for the placement of a tower on Riviera Boulevard on which the Planning & Zoning Board at the time voted no, asking if the subject application proposed a pole of the same height.

Mr. Alpert believed Member Scialabba was speaking about a past application for the tower of the Coptic Church that was 80 feet with the spire that was actually approved by the City Commission; they were working on the plans for that tower at present.

Member Scialabba inquired as to City's code requirement for the height of the tower.

Mr. Alpert reiterated the code required a height of 150 feet.

Deborah Martohue, the applicant's representative, concurred with City staff's presentation and recommendations. The applicant was already in compliance with the City's tower height requirement; it was a setback variance they sought. The towers were not designed to fail and used "Breakpoint Technology", meaning they collapsed upon themselves. The 72-foot radius was a theoretical radius, so there was no danger to any surrounding property outside the lease parcel. She explained this was a relocation site, and just south of the subject site was the Calder Race Track where all the carriers were located and needed to be relocated. Demolition had commenced at their current location, a temporary tower was being installed in the next few days to accommodate the providers until they could be relocated to the proposed site, so time was of the essence. Ms. Martohue said service was already being provided to the community and the traveling public in the subject area.

Member Scialabba asked if the applicant knew the actual maximum wind gusts the tower could withstand.

Ms. Martohue responded, though she was not an engineer, those were regulations the applicant had to comply with when they submitted the application for a building permit,

and the structural letter containing staff's review was already submitted by their structural engineer, and they were in full compliance. She said they met or exceeded any building code requirements, including the wind gust maximum, as the tower sites were absolutely essential in states of emergency, and they had 911 compliance and triangulation technology. This was evidenced in how they handled hurricane seasons of 2004/2005.

Member Scialabba wished to know if a community meeting was held for residents or anyone on in the immediate area.

Mr. Magny explained the subject application did not require a community meeting, stating notices were sent for the setback variance.

Mr. Alpert added the City code had a 300 foot radius for setback variance applications in general, and there were other applications related to the subject project that had to get City Commission for approval; that is, the site plan, community appearance, and a variance for landscaping requirements that had a 1,000 foot radius for noticing. The setback radius did not include any residential properties, but the 1,000-foot radius would likely capture some residential property.

Ms. Martohue emphasized the proposed tower was a stealth unipole, so the antennas would be wholly concealed in a slender designed pole, affirming there were no residential areas immediately adjacent to the subject property.

Member Scialabba mentioned aviation height regulations.

Ms. Martohue replied the applicant already had a "no hazard" determination.

Member Scialabba expressed concern regarding flights coming out of North Perry Airport, such as the blimp, as the latter flew very low, asking if there were specific flight height requirements for blimps and small planes flying with advertising banners.

Mr. Matthew Thompson explained that was, technically, an FAA question.

Ms. Martohue reiterated they already had an FAA determination of no hazard on file with the City, as they went through that analysis before presenting an application.

Vice Chairperson Thompson opened the discussion to the public and received no input.

Vice Chairperson Thompson asked for a motion to approve Application #1505806; on a motion by Member Fabricio, seconded by Member Hinds, the following vote was recorded:

AYE: Vice Chairperson Thompson, Members Alshaier, Fabricio, Hinds, and Scialabba

ABSENT FOR VOTE: Chairperson Walker and Member Minnis

MOTION PASSED: 5-0

V. LOCAL PLANNING AGENCY PUBLIC HEARING

NONE

VI. COMMUNITY DEVELOPMENT DEPARTMENT REPORT

Mr. Alpert introduced the City planners present at the meeting, stating they would be attending future meetings to present applications on the agenda. He mentioned there would likely be two items on the February 9th meeting agenda, reminding the Board that he mentioned at the previous meeting that City staff would be requesting an added meeting for staff to present proposed code changes to the Board. That meeting would likely be set in early March, as staff estimated they would not be ready for the February meeting, so he asked if the Board was open to holding a meeting on Tuesday, February, 2016. It might be possible to present the proposed code changes on the regular meeting date, March 8, depending on the applications on the agenda for that meeting. He indicated there were several development applications in the pipeline, and Staff would have a better idea as to the status of the code changes by the February 2016 to determine if they could be presented March 1 or 8.

Mr. Fabricio suggested circulating a meeting date via email to the Board members, and that should suffice.

Mr. Alpert mentioned hearing from Chairperson Walker that she did not receive the email for the present meeting; she had another engagement and was unable to attend. He was unsure why she had not received the email, wondering if any other Board members had a similar problem; normally the meeting notice and agenda packet was sent to the Board out one week prior to the next meeting date. An absence was excused, as long as board members notified City staff prior to the meeting of their absence; the policy of determining whether an absence was excused or not was set by the Board.

Member Scialabba asked if Member Minnis would remain on the Board or resign, as at the last Board meeting, she declined being nominated to serve as Board Chairperson, stating it was due to her involvement in other City-related activities.

Mr. Alpert pointed out Mr. Gougelman gave Member Minnis an answer to the question of her being able to remain on the Board, and she was told it was appropriate for her to remain a member of the Board.

Mr. Gougelman confirmed he spoke with Member Minnis by email, and she indicated to him that she wished to continue serving on the Planning & Zoning Board.

VII. ADJOURNMENT

A motion was made, seconded, and unanimously voted onto adjourn the meeting at 7:21 p.m.

_____
Dr. Venessa Walker, Chairperson
VW/cp

9.
QUASI-JUDICIAL
March 2, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: March 2, 2016

Second Reading Date:

Presenter's Name and Title: Eric Silva, Director, on behalf of Community of Economic Development Department

Temp Reso Number: R5984

Item Description: Temp. Reso. No. 5984, CONSIDERING APPLICATION NO. 150 3203, VARIANCE APPROVAL FOR THE EXPANSION OF THE AMOUNT OF SERVICE PUMPS OF THE CHEVRON SERVICE STATION LOCATED AT 3100 SOUTHWEST 148 AVENUE . (Community and Economic Development Director Eric Silva)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☒ Public Hearing ☐

Summary Explanation and Background: The existing Chevron service station was approved in 1998 and built in 1999. The applicant is seek ing approval for the expansion of the amount of service pumps. Currently, the site has the permitted amount of 8 fuel pumps (16 service positions). The applicant is proposing to add 2 fuel pumps and bring the total to 10 fuel pumps (20 service positions).

Instructions for the Office of the City Clerk: None

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on 2/17/16 and/or by sending mailed notice to property owners within 1,000 feet of the property on 2/17/16. (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☐ No ☒

REMARKS:

Content:
- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 5984**
- **Attachment(s)**
  - **Attachment 1: Location Map**
  - **Attachment 2: Development Review Report**
  - **Attachment 3: Site Plan**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Eric Silva, Director of Community & Economic Development

DATE: January 19, 2016

RE: Temp. Reso. No. 5984, variance approval for the expansion of the amount of service pumps of the chevron service station located at 3100 Southwest 148 Avenue

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RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5984, Application No. 1503203, variance approval for the Chevron service station, subject to the approval of related conditional use application and with the following condition:

(1) All applicable state and federal permits must be obtained before commencement of the development subject to this approval.

ISSUE: City Commission approval is required for the approval of a variance on a property within the City.

BACKGROUND: The existing Chevron service station was approved with a conditional use in 1998 and built in 1999 with a convenience store, an automatic car wash and 6 fuel pumps (12 service positions).

The applicant has submitted an application for a site plan amendment and a conditional use for the proposed expansion. The applicant has also submitted a variance application to allow for a higher amount of fuel pumps. Currently, the site has six fuel pumps (12 service positions). However, through the recent amendments to the City's Land Development Code, 8 gas pumps (or 16 service positions) are now allowed pursuant to Land Development Code Section 713.19(2). The applicant is therefore proposing to add 2 fuel pumps as permitted by City Code, and a variance that will permit 2 additional multiservice pumps, for a total of 10 fuel pumps (20 service positions). The only change to the site will be an extension of the canopy on both ends, which will adequately accommodate

coverage of the 10 fuel pump stations and a re-allocation of parking spaces (see Attachment 3).

The Development Review Committee recommended approval of the variance on January 14, 2016. Additionally, the Development Review Committee recommended approval with conditions of the conditional use on December 3, 2015 and the Planning and Zoning Board also recommended approval with conditions for the conditional use on January 12, 2016. A community meeting was held the same evening as the Planning and Zoning Board and no residents or business owners from adjacent properties were present.

Temp. Reso. No. 5984
1/19/16
2/22/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, CONSIDERING APPLICATION NO. 1503203, VARIANCE APPROVAL FOR THE EXPANSION OF THE AMOUNT OF SERVICE PUMPS OF THE CHEVRON SERVICE STATION LOCATED AT 3100 SOUTHWEST 148 AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Sunshine Gasoline Distributors, Inc., a Florida corporation, has submitted a complete application for conditional use review for the expansion of a fuel service station with a mini-market/convenience store as provided for in Section 503 of the Land Development Code ("LDC"); and

WHEREAS, the conditional use expansion is for the purpose of adding two (2) additional gas pumps/dispensers with a total of four (4) additional service positions; and

WHEREAS, pursuant to Section 713.19(2) of the LDC, eight (8) gas pumps/dispensers are permitted and to have a total of ten (10) gas pumps/dispensers with twenty (20) positions, a variance from the requirements of Section 713.19(2) is required; and

WHEREAS, the Development Review Committee ("DRC") has reviewed the

conditional use application pursuant to Section 506.4 of the LDC and made a determination that the variance is in substantial conformance with the requirements of Section 506.7 of the LDC; and

WHEREAS, the City Manager recommends approval; and

WHEREAS, the City Commission finds that the approval of the variance is in the best interest of the citizens and residents of the City of Miramar, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it finds that the Variance application for two (2) additional gas pumps/dispensers (ten (10) total gas pumps/dispensers) for the Chevron service station is in substantial compliance with the requirements of Section 506 of the Land Development Code.

Section 3: That the following conditions shall apply to this approval:

(1) All applicable state and federal permits must be obtained before commencement of the development subject to this approval.

Section 4: That it approves Application 1503203, Variance Approval for the Chevron Gas Station expansion, located at 3100 Southwest 148 Avenue, consistent with the application approved by the DRC on January 14, 2016, said variance being

granted on the following described real property, lying and situate in the State of Florida, County of Broward, to-wit:

> A parcel of land being a portion of Parcel "A", Country Lakes – Section 3, as recorded in Plat book 148, Page 17, Public Records of Broward County, Florida, more particularly described as follows:
>
> Beginning at the Southeast corner of said Parcel "A"; thence along the South Line of said Parcel "A" the following three courses: (1) South 89°29'40" West, 212.71 feet; (2) South 00°30'25" East 1.00 foot; (3) North 86°13'08" West, 6.17 feet; thence North 01°46'15" West, 296.70 feet; thence North 88°13'45" East, 218.82 feet to the centerline of a 60-foot access opening on the East line of said Parcel "A" as shown on said plat; thence South 01°46'15" East, along the East line, 301.00 feet to the Point of Beginning. (commonly known as 3100 Southwest 148th Avenue, Miramar, FL).

Section 5: That issuance of this approval by the City does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the approval if the applicant fails to obtain the requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in the violation of state or federal law. All applicable state and federal permits must be obtained before commencement of the development. This condition is included pursuant to Section 166.033, Florida Statutes, as amended.

Section 6: That failure to adhere to the approval terms and conditions contained in this Resolution shall be considered a violation of this Resolution and the

City Code, and persons found violating this Resolution shall be subject to the penalties prescribed by the City Code, including but not limited to the revocation of any of the approval(s) granted in this Resolution and any other approvals conditioned on this approval. The applicant understands and acknowledges that it must comply with all other applicable requirements of the City Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the City at any time upon a determination that the applicant is in non-compliance with the City Code.

Temp. Reso. No. 5984
1/19/16
2/22/16

Section 7: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

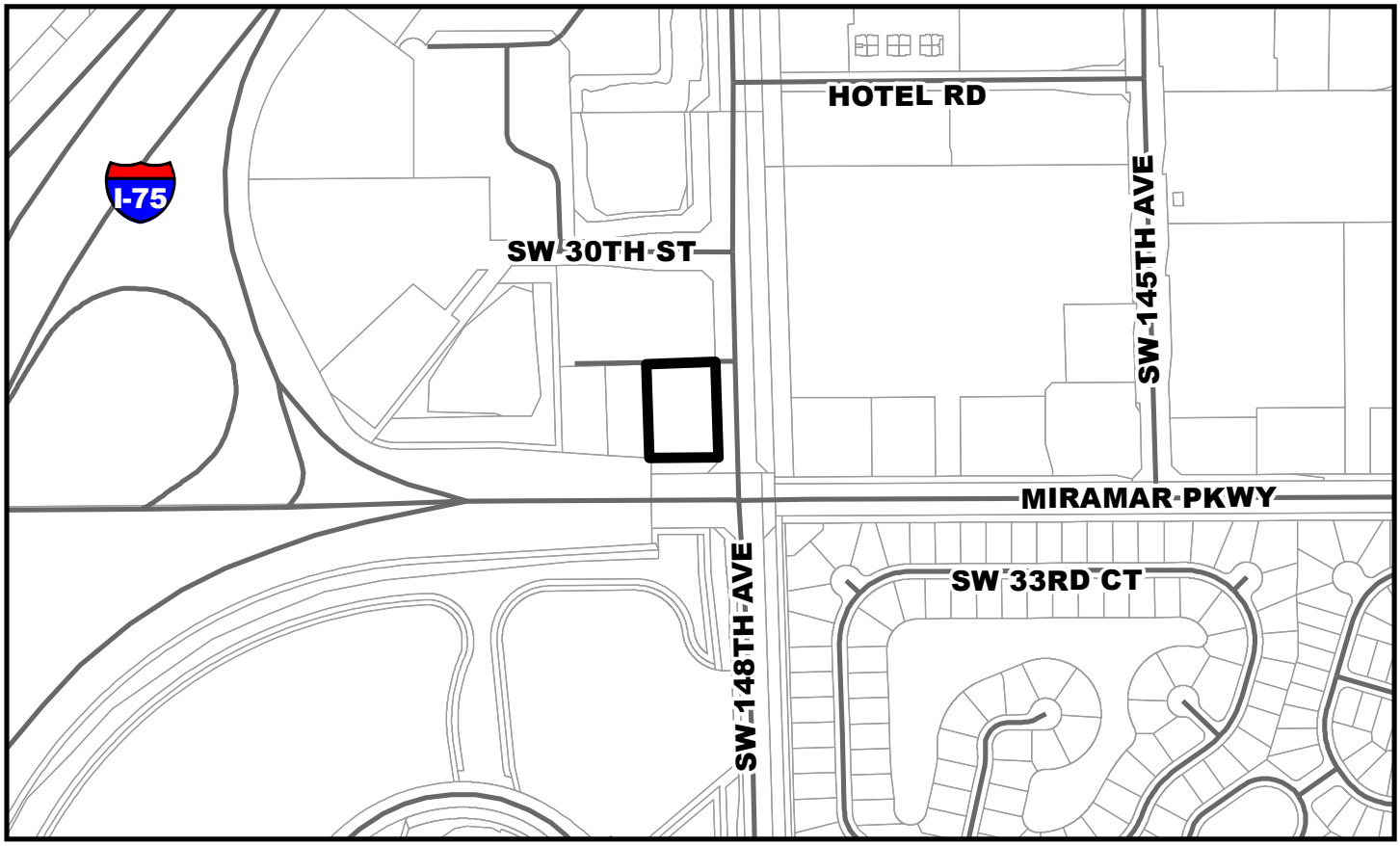
I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

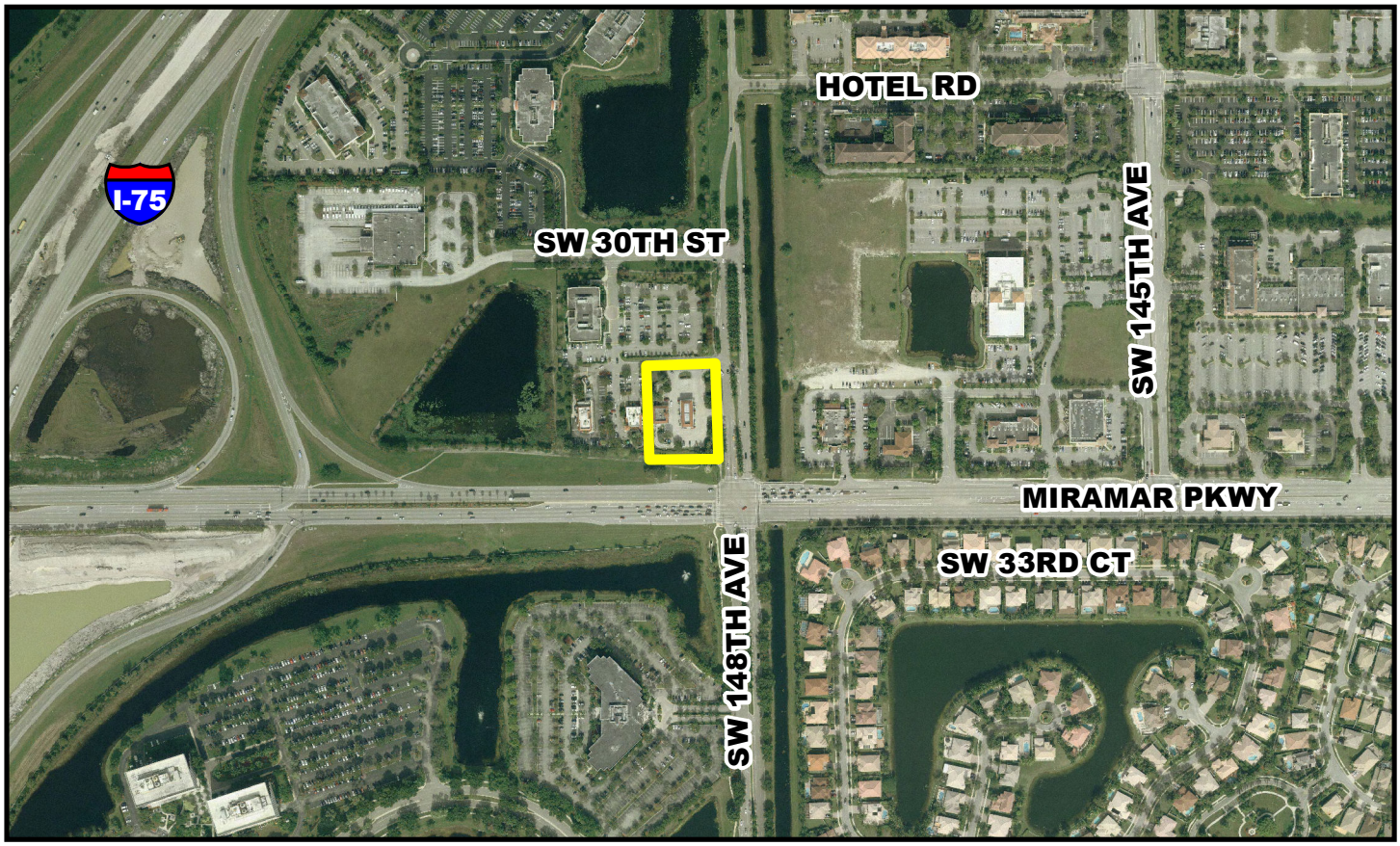
_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

Location Map/Aerial View
VAR 1503203

Attachment 1





City of Miramar

Community Development Department
Development Review Report

I) Project Summary

Application: Application No. 1503203

Application Summary: The Applicant is requesting a variance to the permitted maximum number of fuel service positions. Per Section 713.19(2) of the Miramar Land Development Code, 8 fuel pumps or 16 service positions are allowed for lots that are between 1.5 acres and 1.999 acres. This application is proposing 4 additional fuel pumps bringing a total of 10 fuel pumps (20 service positions) located on two additional pump islands under the existing and proposed expansion of the canopy. Consequently, a variance is required to add 2 fuel pumps.

Owner:
Maximo Alvarez
Sunshine Gasoline Distributors
3100 Southwest 148th Avenue
Miramar, FL 33027
Phone: (305) 477-5800
Email: lago@sunshinegasoline.com

Agent:
Claudia Gill
15970 W. SR 84
Sunrise, FL. 33326
Phone: (954) 709-4638
Email: petropermitscorp@gmail.com

Related Applications: 1503201 for Site Plan Amendment

1503202 for Conditional Use

II) Planning Information:

Site Location: The subject site is located at 3100 SW 148 Avenue

Land Use Plan Designation: Commercial

Zoning District: B-2, Community Business

Existing Use: Fueling Station with convenience store and automatic car wash

Proposed Uses of Property: To remain a fueling station, no change to existing carwash and convenience store footprint

Area: 1.50 acres

Adjacent properties:

	Existing Use	Zoning	Land Use Plan
North	Miramar Medical Office Building	B-2	Commercial
East	Canal; La Carreta Restaurant	B-2	Commercial
South	Miramar Parkway, major roadway; Huntington Square Office Park	Miramar Pkwy; B-2	Commercial
West	Pollo Tropical, drive-thru restaurant	B-2	Commercial

III) Background

The subject property is a 1.50 acre site that is located at 3100 Southwest 148 Avenue. The parcel is currently developed as a gas station with three double-pump islands (12 service locations) under one canopy, an automatic car wash, and a convenience store. Additionally, as per Land Development Code Section 713.19(2), only 8 gas pumps (or 16 service positions) are allowed. The site currently has six gas pumps. The applicant seeks to increase the number of gas pumps to eight gas pumps as permitted by City Code and a variance that will permit two additional

multiservice pumps. This will bring the total of gas pumps to 10 (20 service locations) that will be located under the same canopy, which is proposed to be extended.

IV) Analysis of Requirements To Grant a Variance

The City's Land Development Code (*Section 506.7*) provides that a variance can only be granted if a preponderance of the evidence demonstrates that the conditions listed herein are met.

a) The particular physical surroundings, shape, topographical condition, or other physical or environmental conditions of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the regulations were carried out literally.

Applicant's Response: The existing fueling operation and internal traffic flow currently becomes slightly congested during peak fueling hours causing customers to wait to fuel their vehicles. The applicant proposes to add 4 more dual dispensers (8 fueling positions) to alleviate this congestion.

Although there is nothing unusual about the site's physical surroundings, shape, topography or other physical or environmental condition, the site could easily accommodate the additional fueling positions without impeding internal traffic flow or hampering compliance with current development standards. This type of deviation has been granted in the past for similar uses with adequate space to support additional fueling dispensers above the six allowed by current regulations.

Staff's Evaluation: There are no particular physical surroundings, shape, topographical condition, or other physical or environmental conditions of the specific property involved that would result in a particular hardship upon the owner; however, staff does find that the lot could accommodate two additional pump islands along with two fuel dispensers in each, and facilitate the internal flow of traffic within the property throughout peak and non-peak hours.

b) The conditions upon which the request for a variance is based are unique to the parcel and would not be generally applicable to other property within the vicinity.

Applicant's Response: The conditions upon which this intensity variance request is based are not unique. However, allowing additional fueling positions to handle peak hour customers would not be detrimental to the normal operation of the facility or any of the adjacent uses.

Staff's Evaluation: Although the conditions for this parcel are not unique, this station was approved and constructed prior to the adoption of regulations regarding the number of

permitted pumps. The applicant has demonstrated with this particular site layout that the additional pump stations could be provided without impeding the flow of traffic.

c) *The alleged difficulty or hardship has not been deliberately created to establish a use or structure, which is not otherwise consistent with this Code*.

Applicant's Response: The requested intensity variance is not a deliberate creation by the applicant, but the applicant's reaction to his customers' comments and needs. By reducing or eliminating waiting time for customers to fuel their vehicles, the applicant can better serve his customers and reduce congestion and enhance internal traffic flow during peak fueling hours. The applicant feels he is not creating a hardship, but instead alleviating a current inconvenience for his customers.

Staff's Evaluation: Staff finds that there is no alleged difficulty or hardship that has been deliberately created. The applicant is merely asking for an increased intensity which would help address and facilitate the internal traffic congestion during peak fueling hours of the subject site.

d) *The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity*.

Applicant's Response: This facility has been successfully operating for many years providing a necessary service within this community business area. The additional fueling dispensers will provide quicker service at times of higher traffic and not be injurious to other properties in the vicinity or detrimental to the public welfare.

Staff's Evaluation: Staff agrees that additional fuel dispensers would not be detrimental to the public welfare, in this case.

e) *The proposed variance will not substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the vicinity*.

Applicant's Response: The granting of this intensity variance would not substantially increase traffic on the public streets, increase the danger of fire or endanger public safety. This requested intensity variance will not substantially diminish or impair property values within the vicinity. The variance will allow the existing facility to operate more efficiently during peak fueling hours and alleviate internal vehicular congestions.

Staff's Evaluation: Public safety and welfare have been addressed through a Site Plan Amendment process. The site plan demonstrates safe ingress and egress for all customers,

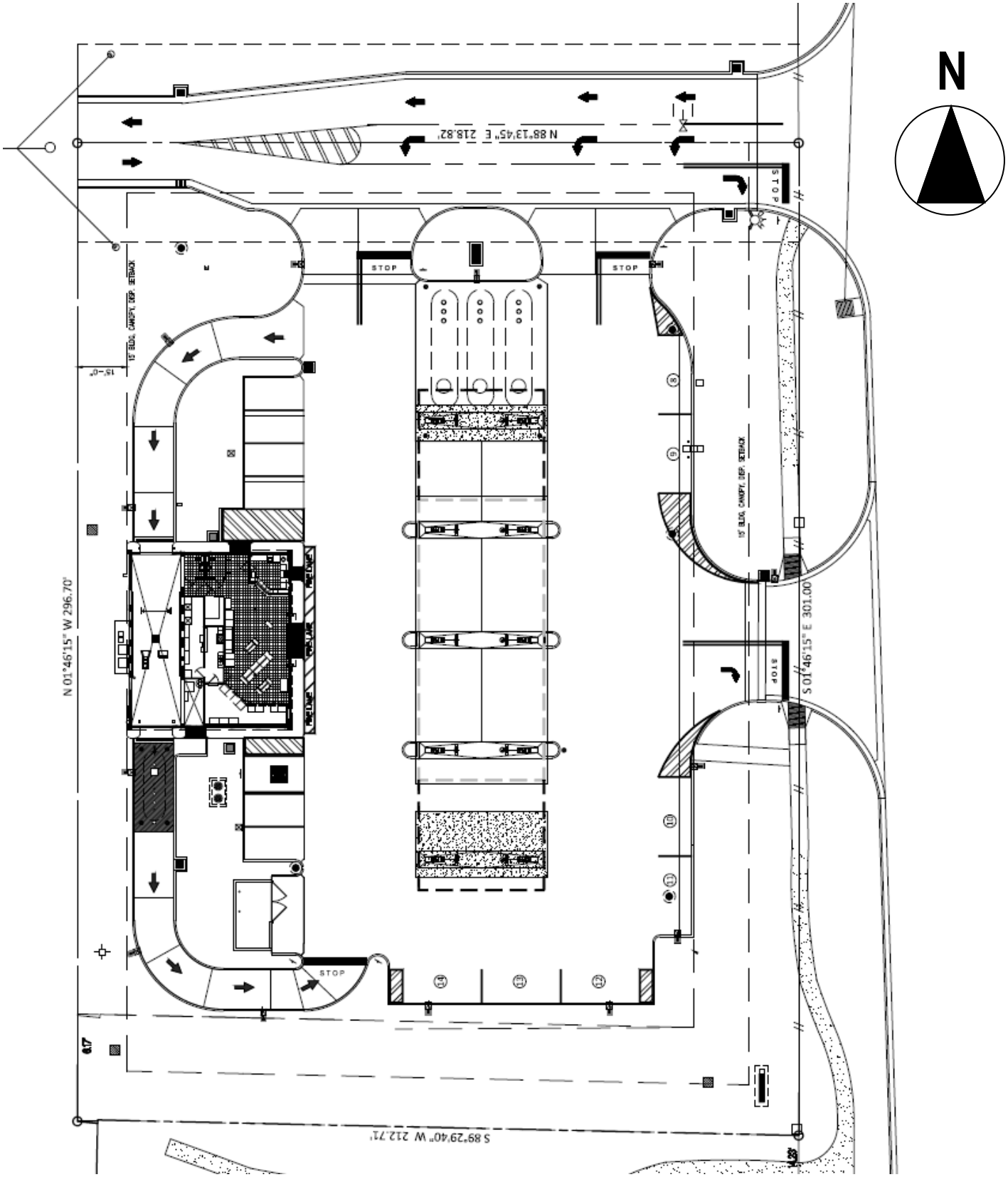
fueling, solid waste, and emergency vehicles. Staff concurs that the proposed intensity variance will not substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the vicinity.

V) Development Review Committee (DRC)

The DRC recommended approval with a condition on January 14, 2016.

VI) Staff Recommendation

Staff recommends approval with the following condition:

1. All applicable state and federal permits must be obtained before commencement of the development subject to this approval.

Attachment 3